

APPENDIX C

AUTOMATIC PUBLIC TOILET PLANS AND SPECIFICATIONS

TABLE OF CONTENTS

GENERAL INFORMATION.....	2
A. SPECIFICATIONS FOR EXTERIOR.....	2
1. DIMENSIONS.....	2
2. INFORMATION PANELS.....	3
3. COINER PANEL.....	3
B. SPECIFICATIONS FOR PUBLIC AREA.....	4
1. DIMENSIONS.....	4
2. ACCESS.....	4
3. PUBLIC DOOR.....	4
4. PUBLIC AREA FLOOR.....	5
5. WALLS AND CEILING.....	6
6. TOILET BOWL.....	6
7. BACKREST.....	6
8. SINK.....	7
9. FEATURES.....	7
10. LIGHTING.....	8
11. VENTILATION.....	8
12. HEATING.....	8
C. SPECIFICATIONS FOR THE TECHNICAL AREA.....	9
1. ACCESS.....	9
2. COIN BOX UNIT.....	9
3. MAIN COMPONENTS OF THE TECHNICAL AREA.....	9
4. ROOF.....	10
5. SEWAGE.....	11
6. RAINWATER.....	11
7. DISINFECTION.....	11
8. EQUIPMENT PROTECTION.....	11
D. SPECIFICATIONS FOR INSTALLATION OF THE UNIT.....	12
1. FOUNDATION.....	12
2. SEWAGE.....	12
3. WATER SUPPLY.....	12
4. TELEPHONE.....	12
5. ELECTRICITY.....	13
E. DRAWINGS.....	

GENERAL INFORMATION

The JCDecaux automatic public toilet is a self-cleaning oval-shaped self-contained structure with three main components:

- A) Exterior
- B) Interior Public Area
- C) Technical Area

A. SPECIFICATIONS FOR EXTERIOR

The unit is constructed of a concrete shell with decorative exterior panels of painted textured aluminum, an aluminum door, cast iron base and coiner panel, glass-covered information panels, and a fiberglass roof.

From the exterior, the public area is accessed by a coin-operated automatic door and the technical area is accessed by a door operated by an infrared device. The location of each unit will be selected to provide easy access for the public and the maintenance crew. A minimum clearance of 3.5' is necessary to open the two doors of the glass information panels and the technical door.

1. DIMENSIONS

The overall exterior dimensions of the unit are approximately:

Height: 9'10"

Width: Base: 7'1"
Body: 6'10"

Length: 12'5"

Footprint Area: 77.5 square feet

Weight: 22,000 pounds

2. INFORMATION PANELS

The two long sides of the unit each carry a 5.7' x 4' back-lit framed glass panel to display city information posters. The two panels are equipped with 4 fluorescent tubes diffused by translucent plastic. The posters are hung from the top and protected by the locked glass panels. The panels are hinged at the top and open at the bottom for mounting the posters.

3. COINER PANEL

The coiner panel is constructed of painted cast iron. It includes a coin slot and coin return, back-lit instructions in different languages (including Braille), the word "TOILET" in raised letters, an LED display indicating "Vacant," "In Use," "Cleaning," "Closed/Open From X:00 To X:00," "Out Of Order," as well as additional information on how to use the public toilet.

B. SPECIFICATIONS FOR PUBLIC AREA

1. DIMENSIONS

The public area has approximately 42 square feet of space.

2. ACCESS

Access to the public area is gained by a door that travels a quarter-circle sector, and is suspended from the ceiling and guided at the bottom. To gain access to the public area, the user inserts 25 cents or a special token into the coin slot, which activates the release of the door. This can occur only when the cleaning cycle is complete and the indicator panel shows "Vacant."

3. PUBLIC DOOR

The public access door is a metal sandwich panel filled inside with rockwool. The exterior panel is made of painted textured aluminum and the interior of stainless steel. The door has a translucent window.

The door is electrically-powered, but it can be opened manually from inside in the event of an electric power failure or at any other time.

In case of emergency, a special key mechanism allows the public door to be opened from the exterior by authorized personnel (JCDecaux technicians, police, fire, or other security personnel).

The public door is approximately 7.3' high, 2.8' wide, and 2" deep.

To enter the unit: The door can be closed manually by the user, either by operating the interior door handle or by pushing a button. The door will not close, however, if the weight detection system in the unit has not registered a weight that is at least equivalent to the approximate weight of 55 lbs. If the user enters the unit but does not activate the door, it will close automatically after 10 seconds. The door will also close automatically after 60 seconds if a user has activated it from the exterior but has not yet entered the unit.

To exit the unit:. The public area door can be opened from the interior by two methods:

- By operating the interior handle which releases the opening catch, even in case of power failure.
- By operating either of two interior push plates on the wall adjacent to the door which releases the opening catch. One is located at footrest level for wheelchair users or for an ill or injured user lying on the floor, the other at a height of 36".

The door contains a special sensitive feature that enables it to re-open automatically if pressure is applied to the edge. The door will try to close again and will slow its movement at the precise location where it had made contact.

The door opens automatically after 20 minutes and stays open until the user leaves, as determined by the detection system. If the user has not exited after five minutes more, an alarm rings in the unit, and the JCDecaux office is alerted that the door has remained open for too long.

After the user has exited -- as determined by the unit's detection systems -- the door will automatically close/lock for the unit's cleaning cycle prior to the next use.

4. PUBLIC AREA FLOOR

The public area floor is made of painted grooved aluminum.

The floor is fitted with an electronic weight detection system to detect the presence of a user in the public area.

The floor has a self-cleaning system which operates after each cycle, and is slightly inclined towards the bowl (at a maximum of 1/4 of an inch per foot) to facilitate drainage of the water during washing. There is a gap of 3 inches between the floor and part of the wall under the sink and toilet bowl to allow water and dirt to be deposited in a specially-designed basin inside the technical area.

The floor can be removed for maintenance by means of a mechanism in the technical area.

5. WALLS AND CEILING

The walls and ceiling are made of polished concrete protected by an anti-graffiti, anti-adhesive paint. The ceiling is fitted with the following features:

- Central light fixture.
- Ventilation exhaust.
- Red light that flashes when a user has been in the unit for 18 minutes, to warn him or her that the door will open in two minutes.

6. TOILET BOWL

The toilet bowl is made of enameled porcelain. The seat contains an antifreeze system to ensure that a comfortable temperature is maintained.

The toilet bowl and seat are automatically washed, disinfected and air-dried after each use. The bowl and seat retract into the wall, where sewage is released into a trap that is directly below the bowl when it is in this upright position. The seat and bowl are washed with high-pressurized water and a cleaning agent. After air drying, the mechanisms pivot back into the public area, and the bowl is refilled with clean water.

The cleaning cycle consumes approximately 1.3 gallons of water, and an additional .4 gallons of water are used to refill the bowl

The bowl is fitted with a weight sensitive device so that it will not retract (or will stop the retracting or cleaning cycle) if more than 6 pounds is detected on the front edge of the bowl.

The bowl retraction movement is inhibited if the bowl has not tilted after 12 seconds.

7. BACKREST

The painted aluminum backrest tilts back into the wall for cleaning, disinfecting, and air drying after each use. This is accomplished during the automatic self-cleaning cycle of the toilet bowl and seat.

8. SINK

The recessed sink contains an infrared sensor that detects the user's hands and triggers the automatic washing cycle -- providing soapy water for washing, clear water for rinsing, and warm air for drying.

The water and dryer automatically shut off and cannot be activated after the 20 minute time limit for each user.

9. FEATURES

- Two coathooks mounted at two convenient heights.
- "Accordion feed" toilet paper dispenser stocking over 700 feet of paper.
- Built-in trash bin, capacity 4 gallons.
- Full-length oval mirror, dimensions 63" x 16".
- Audio instructions activated by a push button.
- Written instructions in Braille and multiple languages.
- Five grab bars, three of which exceed accessibility requirements.
- Door handle.
- One "Open/Close" push plate at 36".
- One "Open" push plate at floor level.
- Two 911 push buttons to connect a sick or injured user directly to 911 personnel. The buttons must be activated twice to connect to 911 -- after the first activation an audio message asks the user to confirm that there is an emergency by pushing the button again. One button is located above the large horizontal grab bar on the wall adjacent to the toilet, the other near the floor. The speaker and microphone are built into the unit itself so that the user can communicate hands-free. Instructions on and around the buttons describe how to use them.
- Audio message and warning light that are triggered when a user has remained in the unit for 18 minutes, signaling that the door will open in 2 minutes.

10. LIGHTING

10.1. Natural Lighting

Natural lighting is provided through two translucent windows -- one located in the public door and the other in the wall.

10.2. Artificial Lighting

Electric lights are mounted in the center of the ceiling.

11. VENTILATION

There are two types of ventilation:

11.1. Mechanical Ventilation

Air is exhausted from the public area through an opening located on the ceiling near the ceiling light. Fresh air is supplied to the public area via the ventilation panel which is located under the sink.

11.2. Natural Ventilation

Natural ventilation is available via an opening at the top of skydome and through free space under the door.

12. HEATING

The heating system is located in the technical area, and is thermostatically controlled. Heat is pumped into the public area through the ventilation panel located under the sink.

The heating system provides a minimum temperature of approximately 45°F when the public area is vacant and a temperature between approximately 55°F and 65°F when the public area is occupied.

C. SPECIFICATIONS FOR THE TECHNICAL AREA

1. ACCESS

An aluminum door on the exterior of the unit gives access to the technical area, including the bowl and cleaning mechanism, the water tank/pump, space heater, programmable controller, electrical cabinet, water filter, and cleaning supplies.

The door is opened by means of an infrared key system used only by authorized personnel.

An aluminum panel surrounding the toilet bowl and backrest can be unlocked from the technical area to gain access to the mechanical cleaning and bowl retraction components from the public area.

2. COIN BOX UNIT

The cast aluminum coin box, meter, and cover are located behind the coiner panel next to the public access door.

They are mechanically locked and unlocked by JCDecaux technicians by means of an infrared system.

3. MAIN COMPONENTS OF THE TECHNICAL AREA

The technical area includes several subassemblies:

3.1. A mechanical assembly performing the following functions:

- Retraction of the toilet bowl and backrest
- Washing
- Drying

3.2. A cabinet housing the electronic components and the computer that monitors the unit's performance. Information about the unit's systems are transmitted to the computer via built-in sensors and devices that monitor all functions of the unit -- such as the drying duct that dries the toilet seat and backrest, the level of water in the trap and the water supply system, and the functioning and timing of all mechanical movements. In the event of the detection of any faults, the cleaning cycle is inhibited, the unit goes "Out Of Order", and the JCDecaux office is alerted for technical assistance.

Each main piece of electrical equipment — pumps, heater, motors — has its own fuse for security, while some smaller electrical components which don't run together are connected on the same fuse.

3.3. A water system including:

- 3 gallon tank.
- Centrifugal pump supplying the toilet bowl and floor washing system. This pump provides a constant supply of pressure to the washing mechanics.
- Back flow preventer.
- Internal circuit stopcocks, gatevalves and solenoid valves.

3.4. A ventilation system providing the following functions:

- Ventilation for the unit.
- Heating for the unit.
- Hand dryer system.

4. ROOF

The roof is constructed of molded fiberglass polyester.

The roof tilts upward to allow access to:

- Door mechanism.
- Water tank for the floor cleaning system.
- Electrical components for the lighting system of the information panels.
- Light fixture for the interior of the unit — if necessary, this can be removed for access through the ceiling to the public area.
- Emergency access to open the public door.

A small gap all along the roof and the two holes holding the decorative balls on the roof provide ventilation of the roof area.

5. SEWAGE

The trap is located just underneath the toilet bowl when it is in a vertical position. A 5" diameter U-bend connects directly to the sewer. The trap is fitted with a sensor that monitors the water level, in case of a U-bend clog. Just beyond the U-bend there is an air vent that connects to the roof.

6. RAINWATER

The unit is covered by an overhanging waterproof roof. A gutter located above the door and coiner drains rainwater from the roof via a 2" pipe which discharges into the trap.

7. DISINFECTION

The disinfection system includes a dosage pump which mixes a premeasured amount of a cleaning agent with water to wash the toilet bowl, seat, backrest, and hand basin.

8. EQUIPMENT PROTECTION

- **Steel:** SA3 shot blasting and 80 micron metal plating, with a polyester powder paint.
- **Stainless Steel:** no protection necessary.
- **Aluminum:** degreased, cleaned and coated with a polyester powder paint, oven-blasted at 356°F, thickness 100 microns.
- **Concrete:** Interior walls are polished concrete, protected by anti-graffiti and anti-adhesive paint.

D. SPECIFICATIONS FOR INSTALLATION OF THE UNIT

1. FOUNDATION

The foundation consists of a reinforced concrete slab block which allows space for the connections to water, electricity, telephone and sewer systems. Each location must be selected to facilitate these connections.

The unit is bolted to the slab.

Total depth of excavation: approximately 3 feet.

The foundation is designed to be installed on stable ground, with a resistance of 1 bar. Soil resistance analysis may be required.

Concrete slab: 350 kg (771.75 pounds) cement per each meter³ (1.093 yard³) of concrete.

Total weight of the structure: approximately 22,000 lbs.

2. SEWAGE

A 5-inch pipe connects the unit to the sewer.

3. WATER SUPPLY

The minimum internal diameter of the water supply pipe is 1 inch.

4. TELEPHONE

The unit must be connected to local telephone lines for 911 calls and for the transmittal of information from the computer checking the operations of the unit to JCDecaux's local office.

5. *ELECTRICITY*

Electric power required is:

. 7 KVA three phases 120/208V. 60HZ (3 phases, 4 wires multiwire branch circuit with neutral grounded)

or:

. 7 KVA single phase 120V/ . 60HZ (1 phase, 2 wires multiwire branch circuit with neutral grounded)

or:

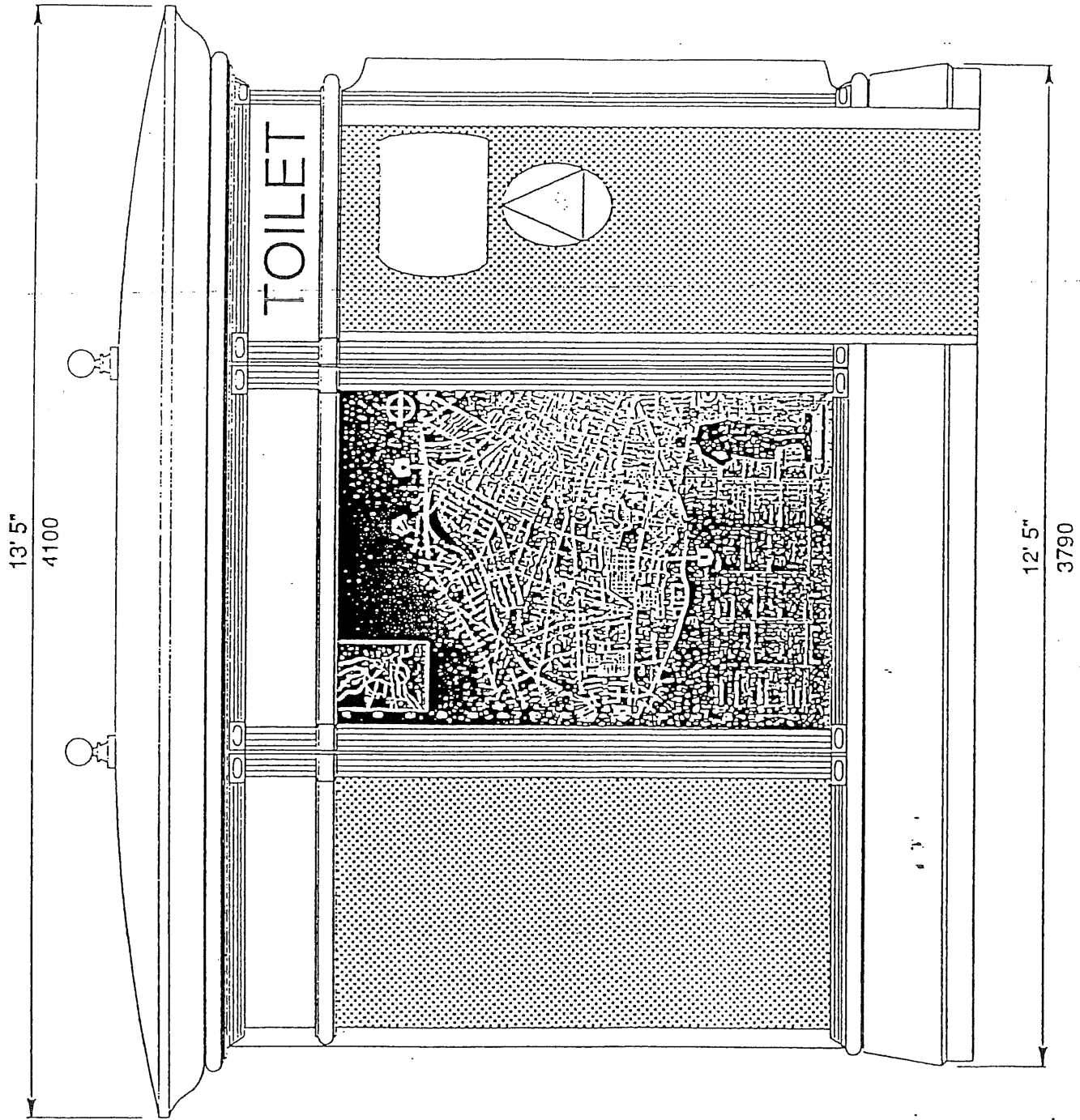
. 7 KVA single phase 120V/240V . 60HZ (1 phase, 3 wires multiwire branch circuit with neutral grounded)

There is a separate cabinet, accessible from the exterior, that contains the electric meter and a general fuse disconnect switch.

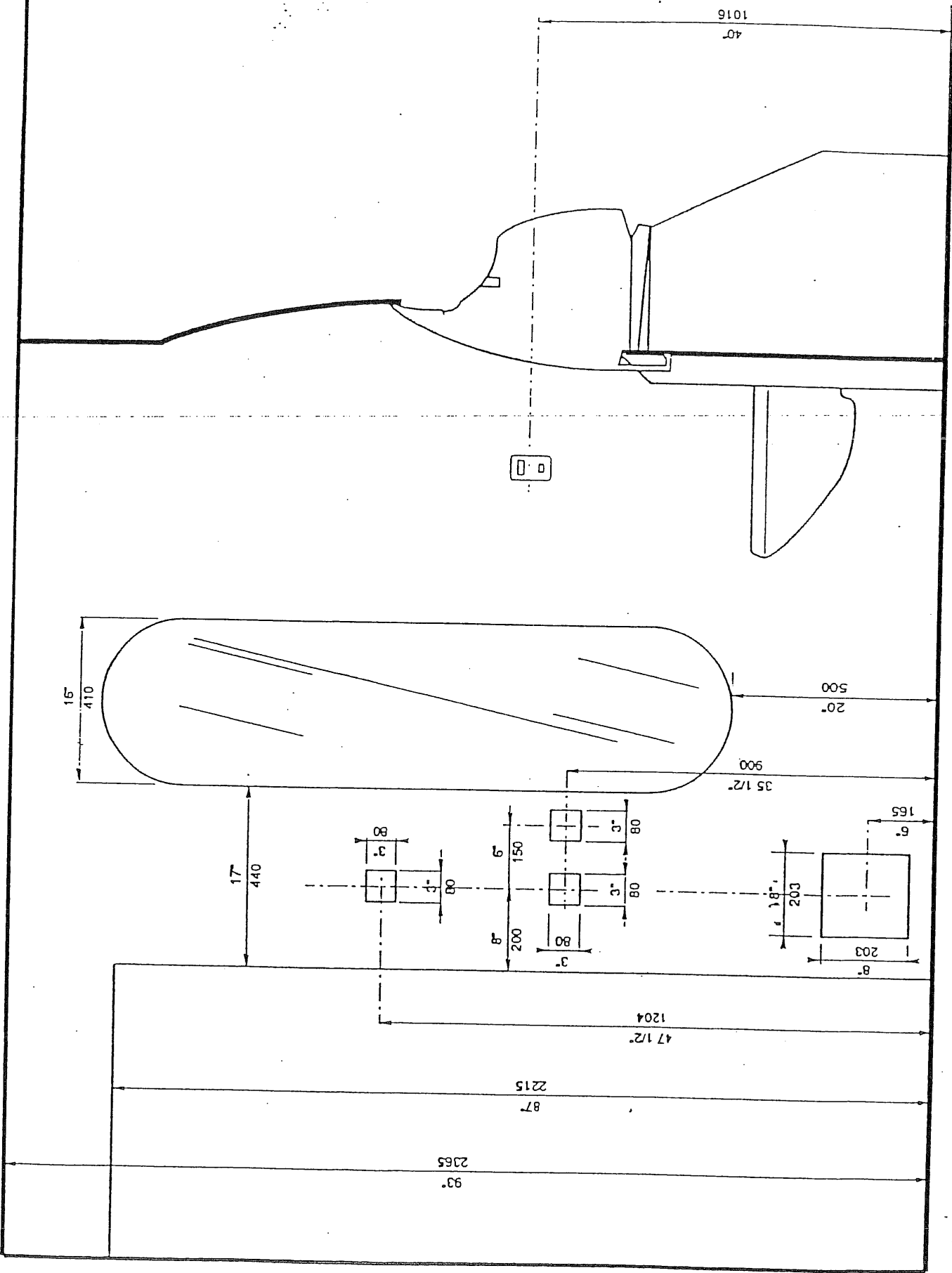
A ground mat will be placed below the foundation.

The user is never in contact with the electrical circuit inside the unit. The push buttons requiring power are on low voltage 24V.

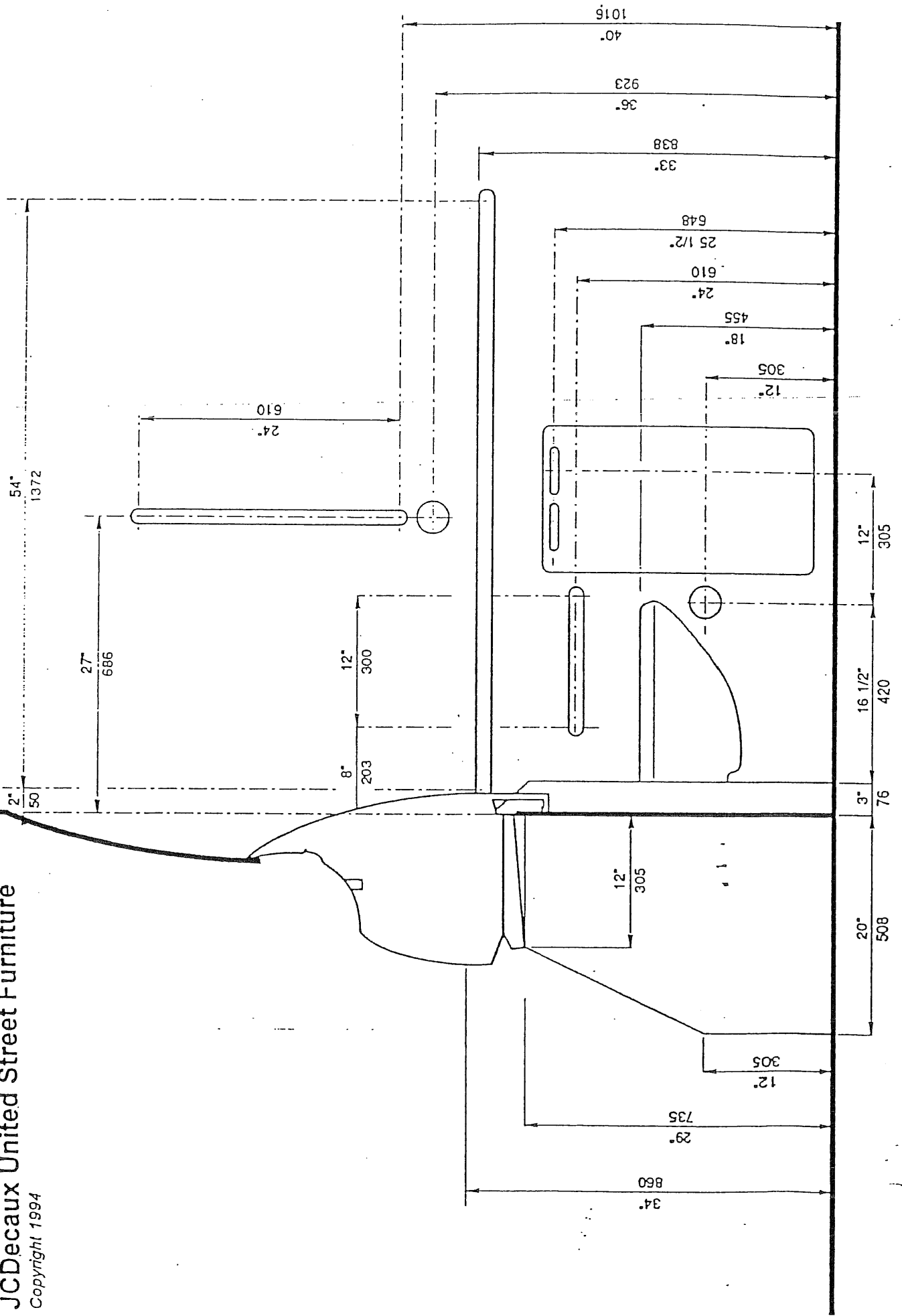


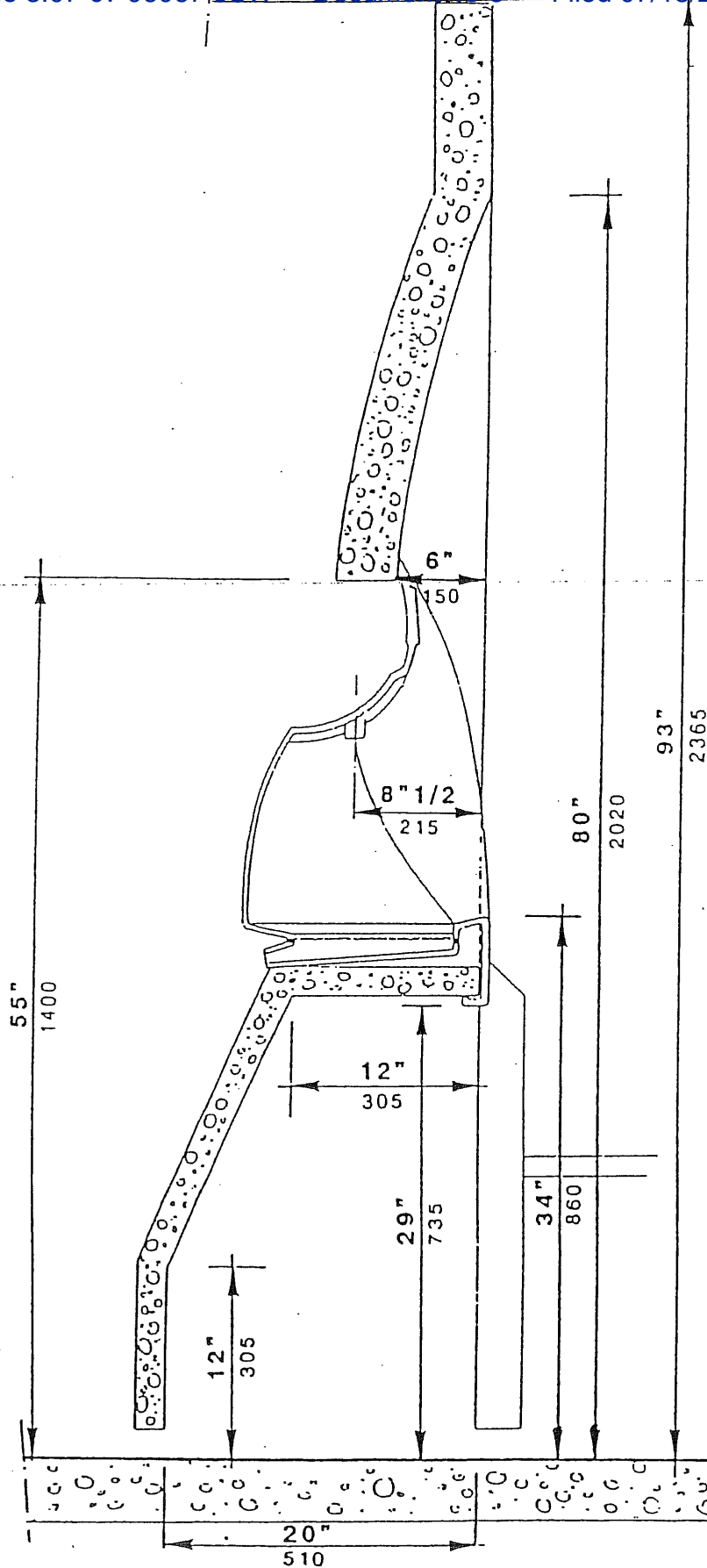


LONGITUDINAL VIEW

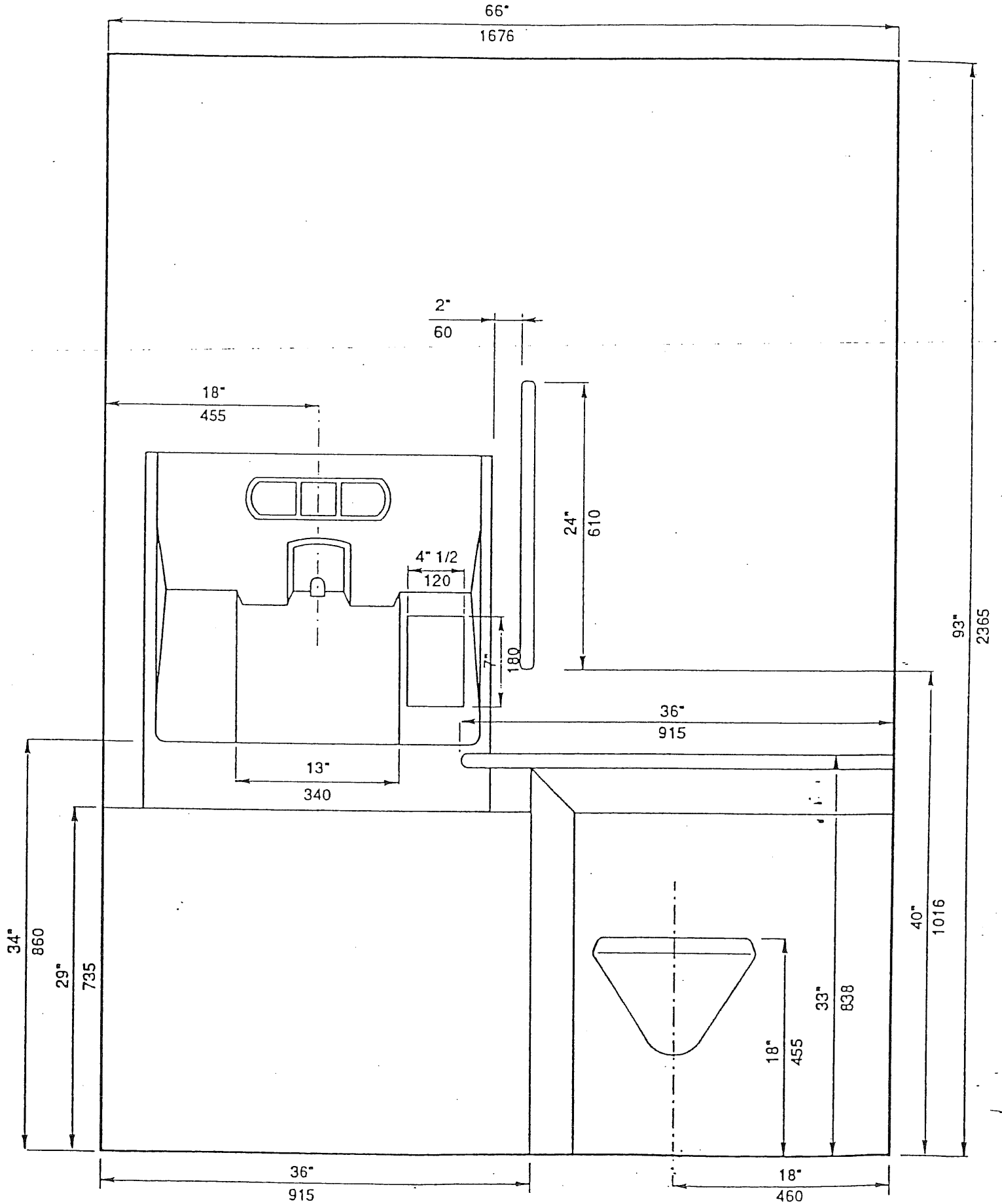


LONGITUDINAL VIEW

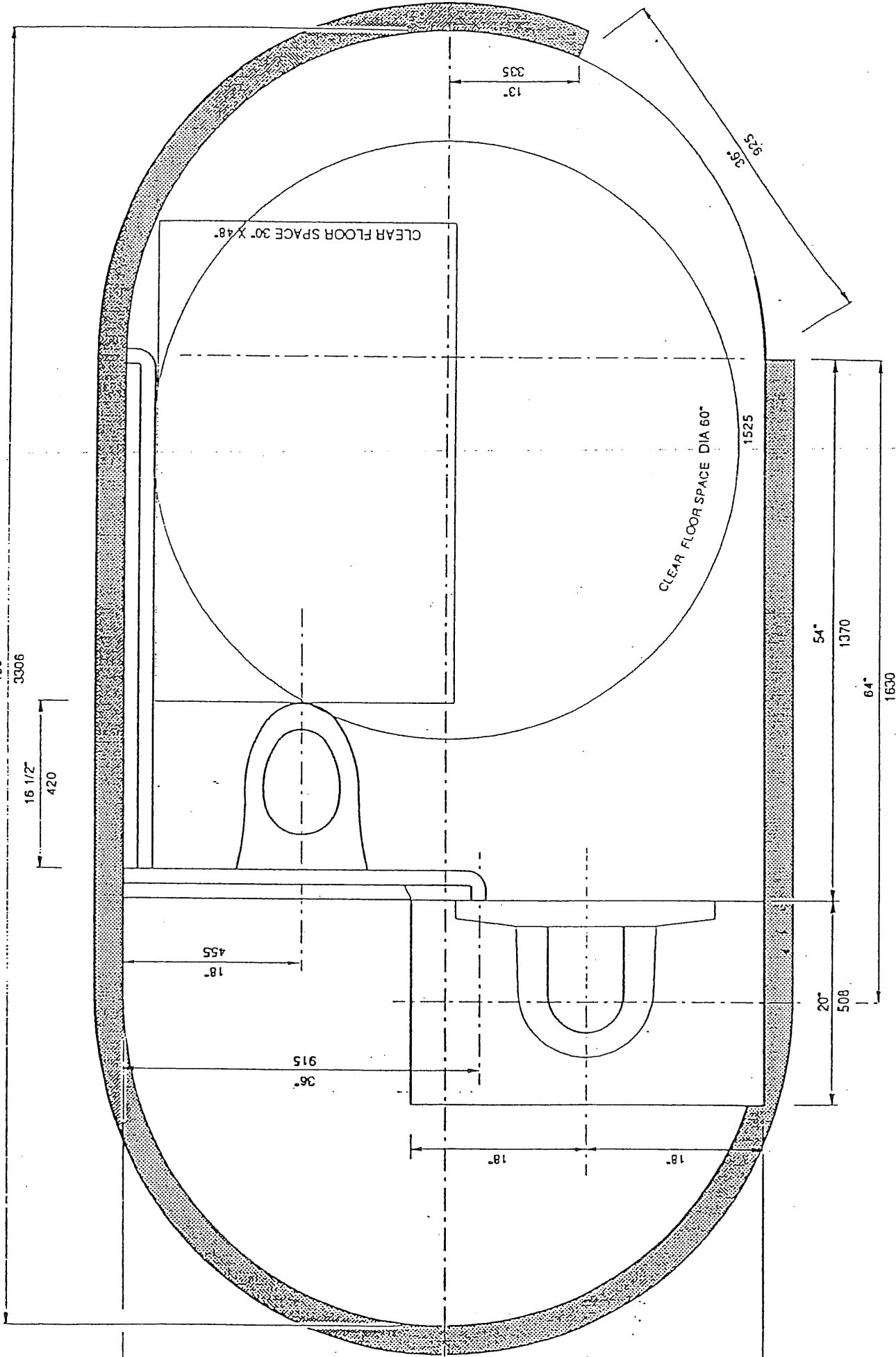


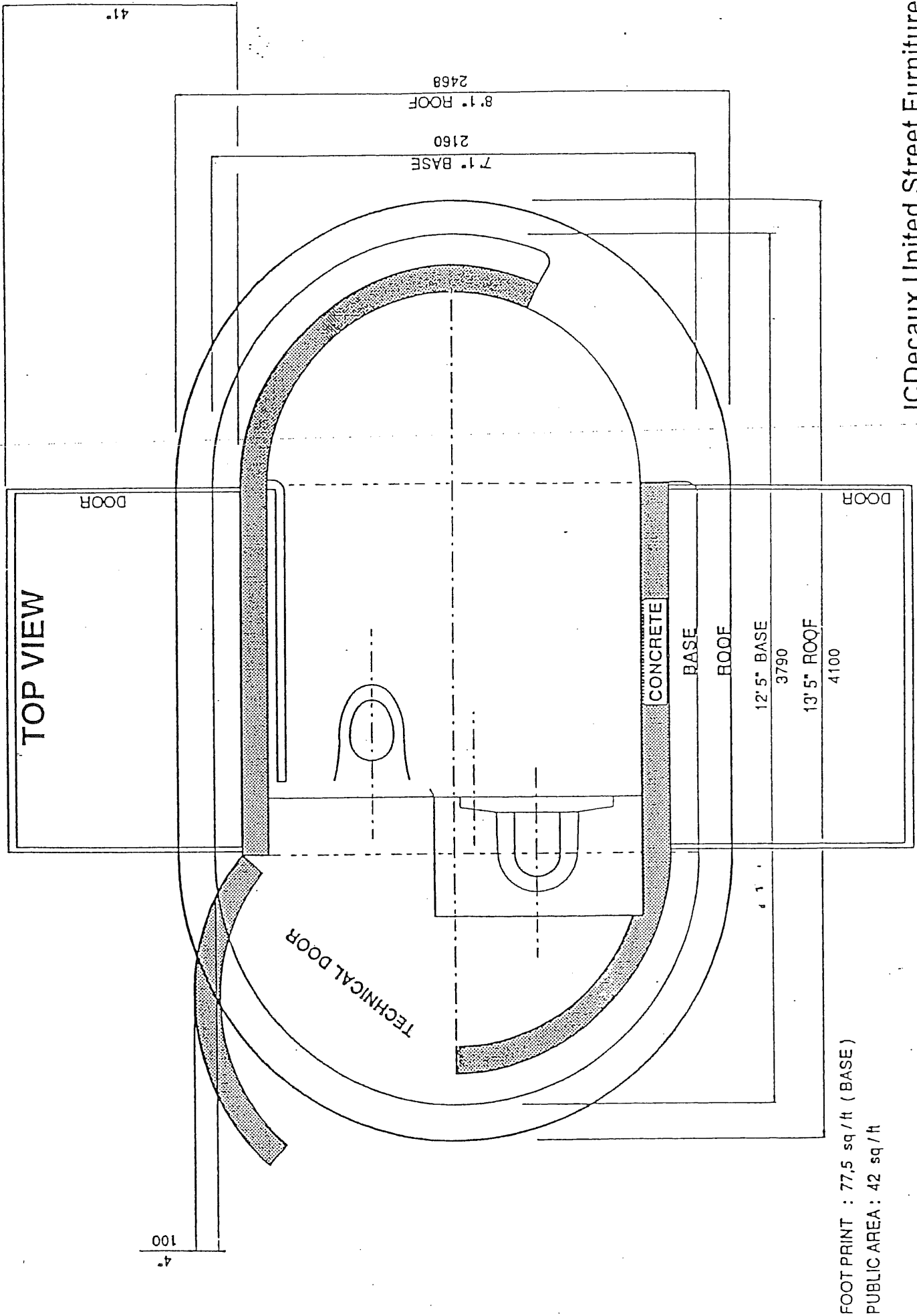


FRONT VIEW



FLOOR VIEW





FOOT PRINT : 77,5 sq / ft (BASE)
PUBLIC AREA : 42 sq / ft

APPENDIX D
PUBLIC SERVICE KIOSKS PLANS AND SPECIFICATIONS

APPENDIX D-1

"PILLAR" STYLE NEWSTAND KIOSKS

TABLE OF CONTENTS

1. GENERAL INFORMATION	2
2. TECHNICAL DESCRIPTION.....	2
2.1. FOUNDATION.....	2
2.2. BASE.....	2
2.3. NEWSSTAND FEATURES.....	2
2.4. BODY OF KIOSK	3
2.5. ROOF.....	3
2.6. ELECTRICITY	3
2.7. COLORS	4
2.8. PROTECTION OF MATERIALS	4
2.9. DIMENSIONS.....	5
3. DRAWINGS	

1. GENERAL INFORMATION

The "Pillar" style Public Service Kiosk incorporating a newsstand is an internally-lit columnar structure with two faces for commercial advertising, and a third face giving access to a newsstand operated by a vendor.

2. TECHNICAL DESCRIPTION

2.1. FOUNDATION

The foundation is a concrete anchor block with electric duct, J-bolts, and earth rod.

On a temporary basis the kiosk may be bolted to a steel base plate on the surface of the sidewalk.

2.2. BASE

The cast iron base is protected by a coat of paint.

2.3. NEWSSTAND FEATURES

The face of the kiosk that incorporates the newsstand has two fiberglass polyester door panels that are hinged at the sides to open out from the center. These doors are fitted on the inside with newspaper display racks.

The newsstand is designed so that it is fully accessible to disabled vendors and patrons, with a clear floor space area of 48" x 30".

A 33"high, 20"deep counter forms the frontage of the newsstand. This counter is divided into two sections and pivots open from the middle to allow the vendor to enter and exit the newsstand.

For extra storage, the front of the counter has four tilting display racks. Additional display racks line the interior walls of the unit. There are two drawers under the counter for the vendor's use.

The ceiling is composed of colored fiberglass. Internal lighting is available at the discretion of the vendor, and there is extra interior electrical outlet.

Some newsstands can be equipped with a rolling door located in the ceiling instead of two swinging doors. In this configuration the doors and the counter do not protrude on the exterior.

2.4. BODY OF KIOSK

The body of the kiosk consists of:

- An interior steel frame structure composed of three main posts supporting the 4.7' diameter shaft, the roof, two exterior door panels, and the door frame of the newsstand.
- Each door panel is composed of two translucent thermal-formed panels that are positioned one above the other -- they support the posters and diffuse the light.
- The door panel frames are made of decorative aluminum and of a Plexiglas cover that protects each of the two panels. The door panels are hinged at the top to open out from the bottom.

The panels are back-lit.

2.5. ROOF

The cylindrical roof of the kiosk is composed of molded fiberglass polyester. The roof is slightly rounded and is topped by a spire and ball.

There is also a special awning above the doors of the newsstand designed to protect the vendor and goods from rain. This is constructed of cast aluminum bars supporting reinforced glass.

2.6. *ELECTRICITY*

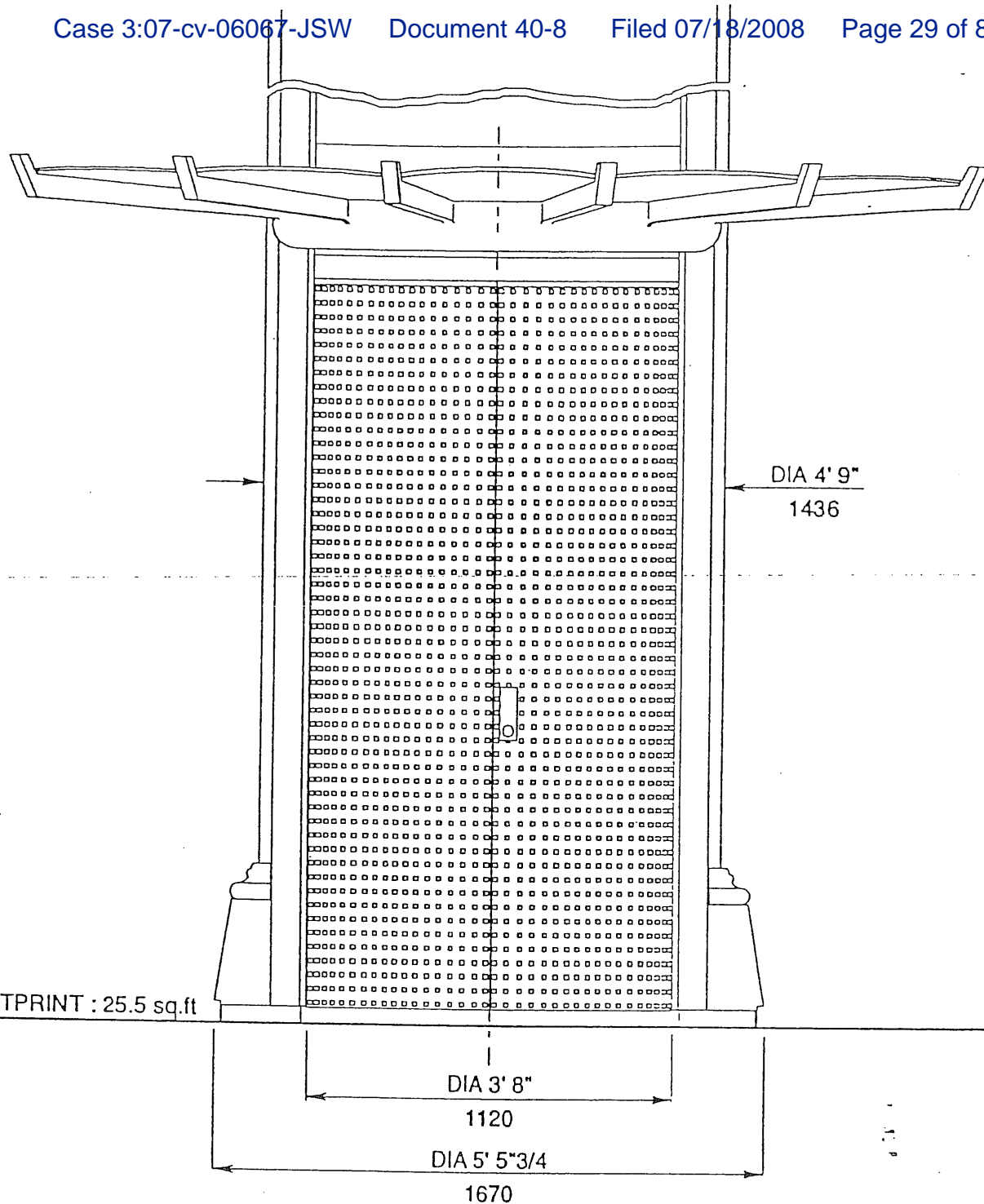
- **Lighting:** fluorescent tubes of 90 watts for posters, and additional lighting for the interior of the newsstand.
- **Electrical box** with circuit-breaking switch and power points. The meter box must be located outside the kiosk, or the consumption can be calculated on a lump sum basis.

2.7. *COLORS*

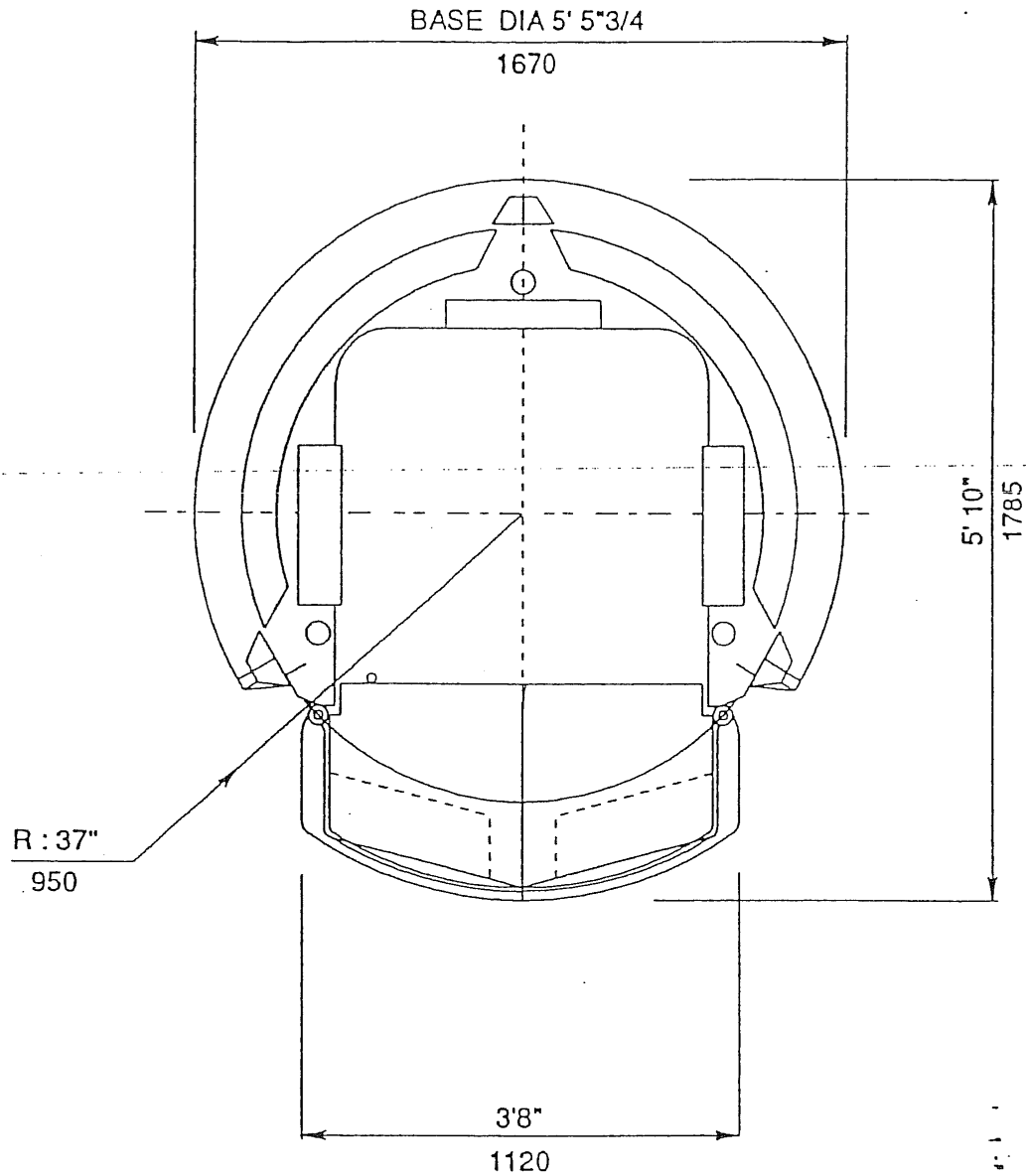
The kiosk is green, with a grey base. The spire and ball on top of the roof and the trim are gilded.

2.8. *PROTECTION OF MATERIALS*

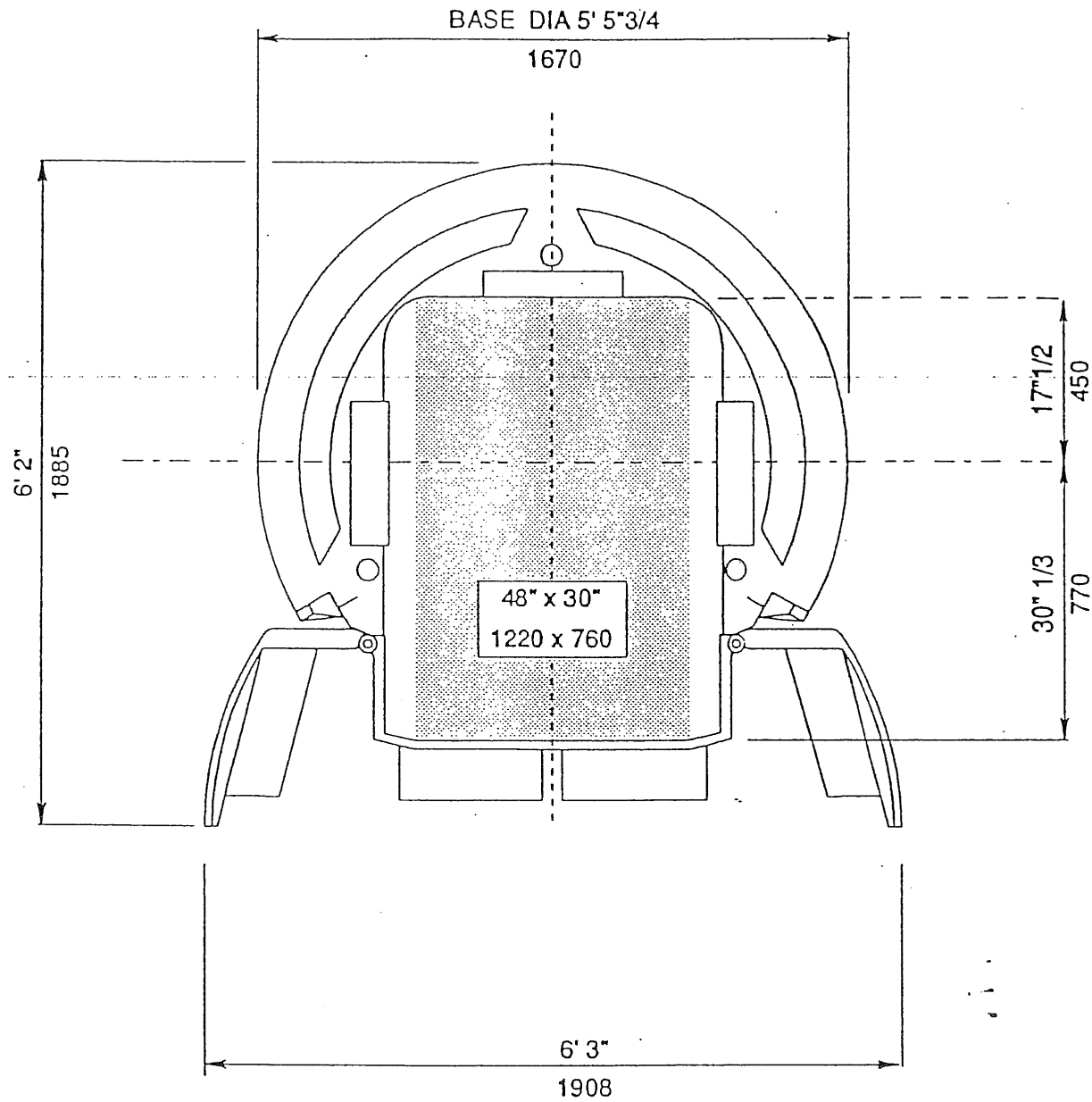
- **Steel:** SA3 shot blasting, 80-micron metal plating.
- **Aluminum:** degreased, cleaned and coated with a polyester powder paint, oven-blasted at 356°F, thickness 100 microns.



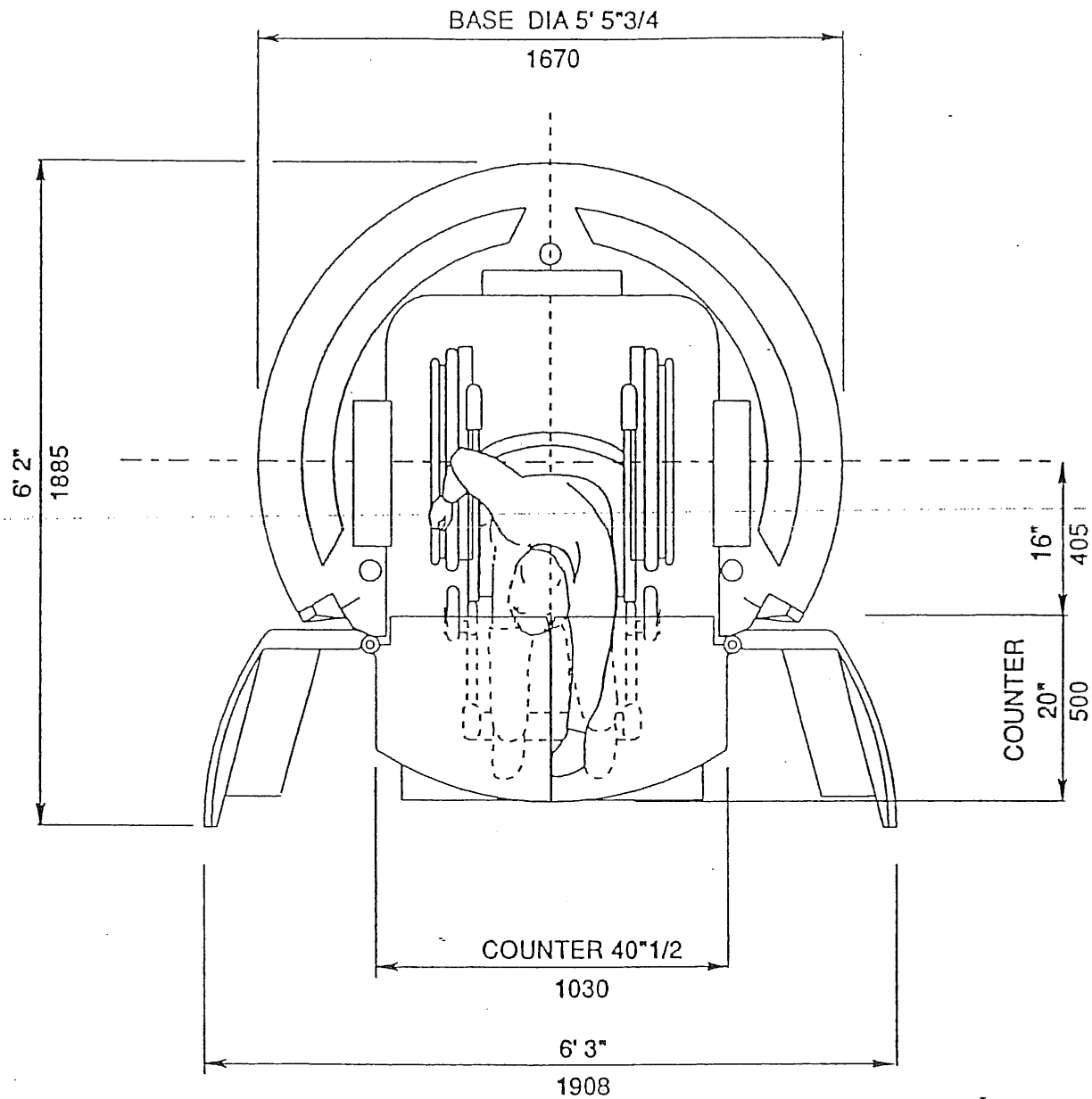
NEWSSTAND KIOSK
Front view
Closed doors



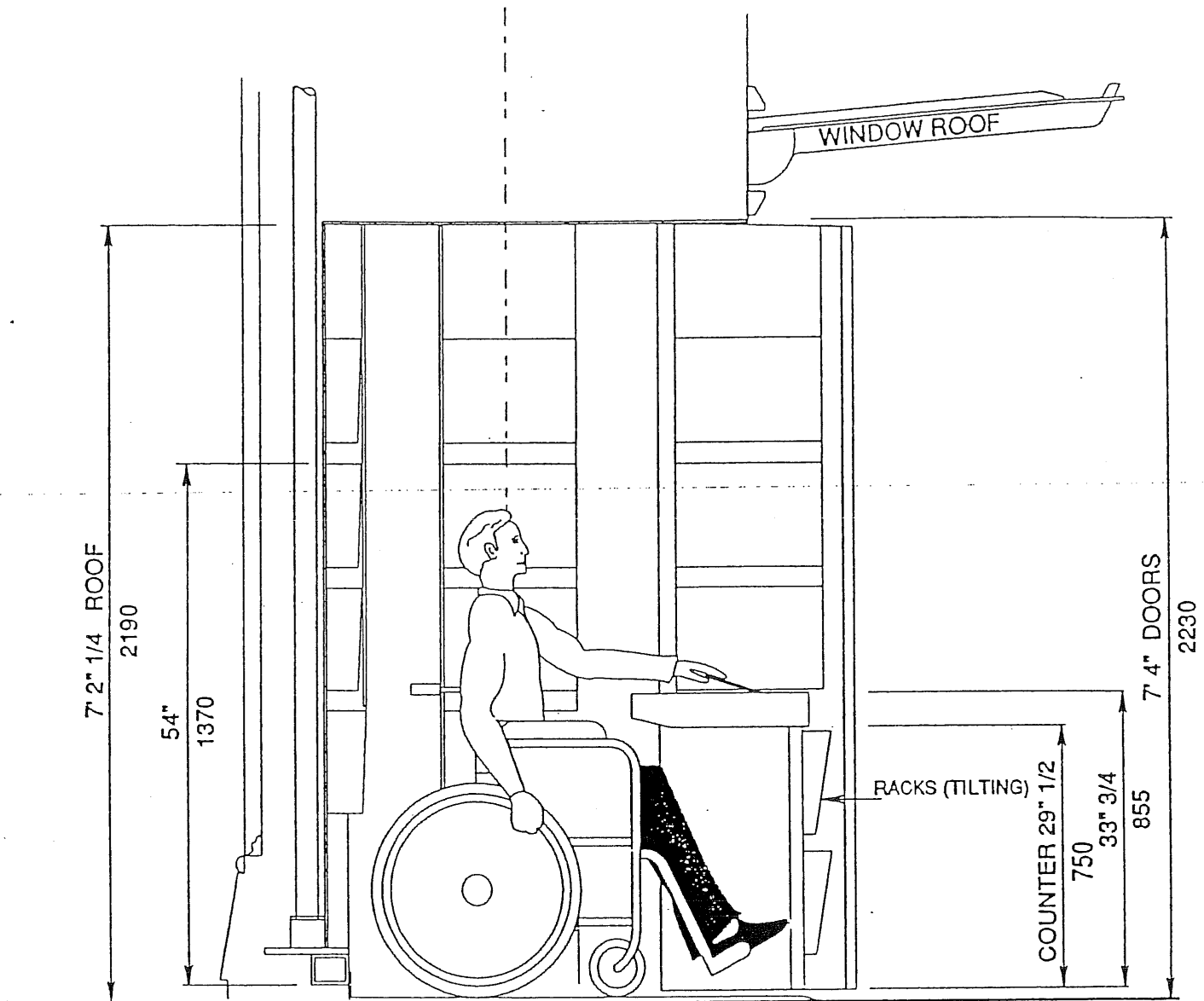
NEWSSTAND KIOSK Closed doors



NEWSSTAND KIOSK



NEWSSTAND KIOSK



NEWSSTAND KIOSK
Section side view
Open doors

APPENDIX D-2

"HERITAGE" STYLE NEWSSTAND KIOSKS

TABLE OF CONTENTS

1. GENERAL INFORMATION	1
2. TECHNICAL DESCRIPTION.....	2
2.1. FOUNDATION.....	2
2.2. BASE.....	2
2.3. NEWSSTAND FEATURES.....	2
2.4. BODY OF KIOSK	3
2.5. ROOF.....	3
2.6. ELECTRICITY	4
2.7. COLORS.....	4
2.8. PROTECTION OF MATERIALS	4
2.9. DIMENSIONS.....	5
3. DRAWINGS	

1. GENERAL INFORMATION

The "Heritage" style Public Service Kiosk incorporating a newsstand is an internally-lit columnar structure with two faces for commercial advertising, and a third face giving access to a newsstand operated by a vendor.

2. TECHNICAL DESCRIPTION

2.1. FOUNDATION

The foundation is a concrete anchor block with electric duct, J-bolts, and earth rod.

On a temporary basis the kiosk may be bolted to a steel base plate on the sidewalk.

2.2. BASE

The decorated cast iron base is protected by a coat of paint.

2.3. NEWSSTAND FEATURES

The face of the kiosk that incorporates the newsstand has two fiberglass polyester door panels that are hinged at the sides to open out from the center. These doors are fitted on the inside with newspaper display racks.

The newsstand is designed so that it is fully accessible to disabled vendors and patrons, with a clear floor space area of 48" x 30".

A 33"high, 20"deep counter forms the frontage of the newsstand. This counter is divided into two sections and pivots open from the middle to allow the vendor to enter and exit the newsstand.

For extra storage, the front of the counter has four tilting display racks. Additional display racks line the interior walls of the unit. There are two drawers under the counter for the vendor's use.

The ceiling is composed of colored fiberglass. Internal lighting is available at the discretion of the vendor, and there is extra interior electrical outlet.

Some newsstands can also be equipped with a rolling door located in the roof instead of the two swinging doors. In this configuration the doors and counter do not protrude on the exterior.

2.4. BODY OF KIOSK

The body of the kiosk consists of:

- An interior steel frame structure composed of three main posts supporting the 4.7' diameter shaft, the roof, two exterior door panels, and the door frame of the newsstand.
- Each door panel is composed of two translucent thermal-formed panels that are positioned one above the other -- they support the posters and diffuse the light.
- The door panel frames are made of decorative aluminum and of a Plexiglas cover that protects each of the two panels. The door panels are hinged at the top to open out from the bottom.

The panels are back-lit.

2.5. ROOF

The roof of the kiosk is composed of molded fiberglass polyester, and consists of three sections:

- Band divided into three faces, each carrying the name and seal of the city in gold color
- Crown-shaped dome
- Spire

There is also a special awning above the doors of the newsstand designed to protect the vendor and goods from rain. This is constructed of aluminum bars supporting reinforced glass.

2.6. *ELECTRICITY*

- **Lighting:** fluorescent tubes of 90 watts for posters, and additional lighting for the interior of the newsstand
- **Electrical box** with circuit-breaking switch and power points. The meter box must be located outside the kiosk, or the consumption can be calculated on a lump sum basis.

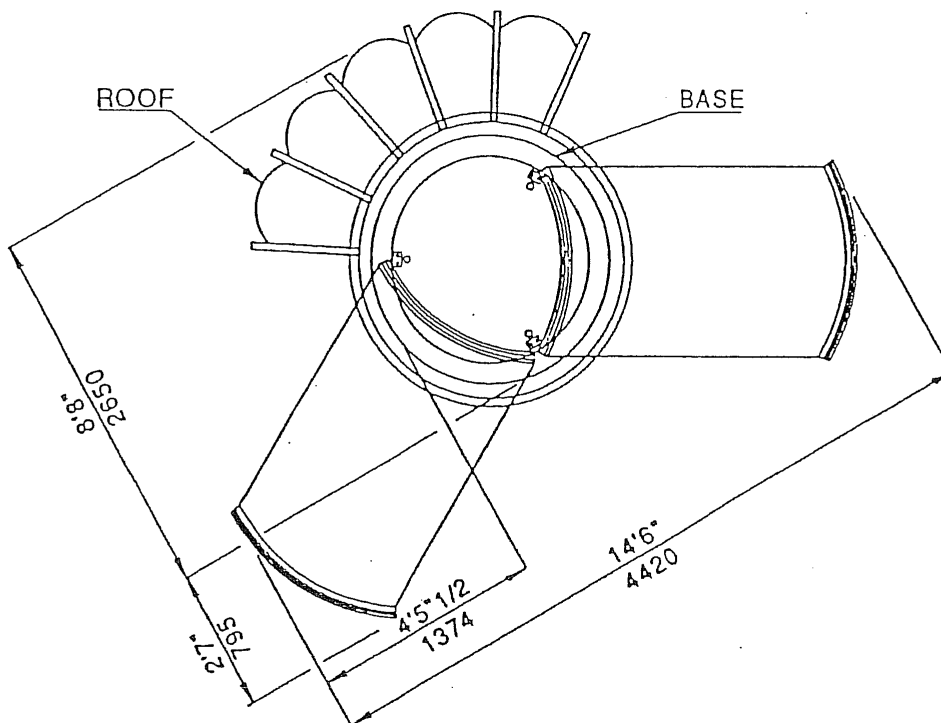
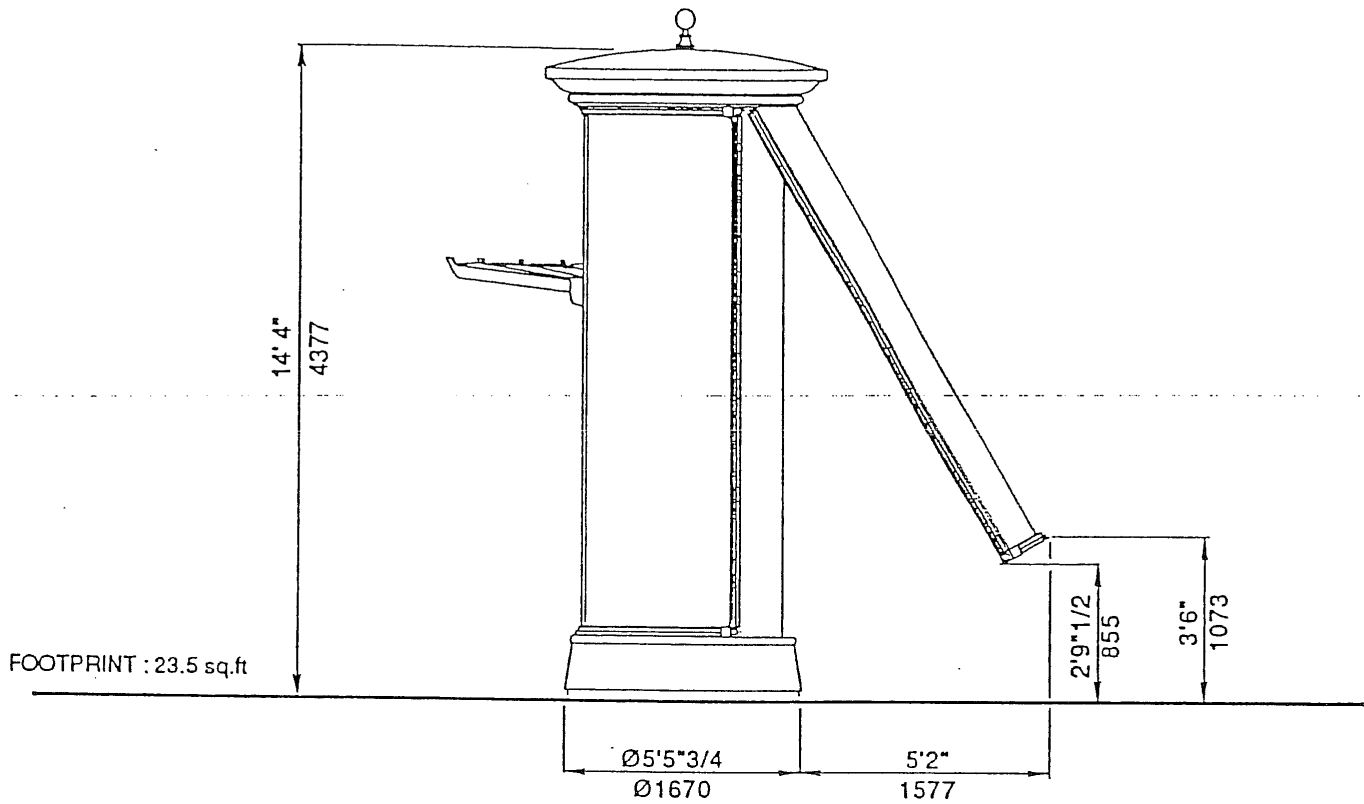
2.7. *COLORS*

The kiosk is green, with gold detailing.

2.8. *PROTECTION OF MATERIALS*

- **Steel:** SA3 shot blasting, 80-micron metal plating.
- **Aluminum:** degreased, cleaned and coated with a polyester powder paint, oven-blasted at 356°F, thickness 100 microns.

DOOR OPENING NEWSSTAND KIOSK



2.9. DIMENSIONS

All dimensions are approximate:

Height to roof, not including spire: 14.4'

Height to awning: 8.7'

Diameter of body: 4.75'

Diameter of base: 5.5'

Diameter of roof: 6.6'

Width of open doors: 6.3'

Width of awning: 10'

Poster dimension: Height: 11.5'
Width: 4.4'

Visible viewing area of poster: Height: 11.3'
Width: 4.3'

Footprint: approximately 25 square feet

Weight: 3300 pounds

2.9. DIMENSIONS

All dimensions are approximate:

Height to roof: 17.6'

Height to band below roof: 12.8'

Height to awning: 8.7'

Diameter of body: 4.7'

Diameter of base: 5.5'

Diameter of roof: 6.6'

Width of open doors: 6.3'

Width of awning: 10'

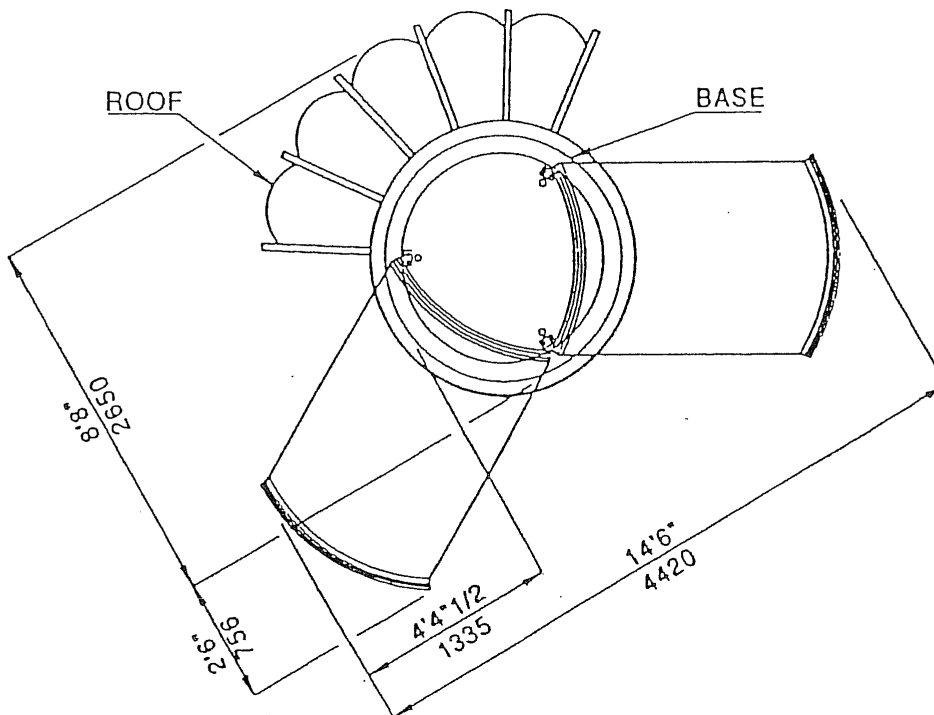
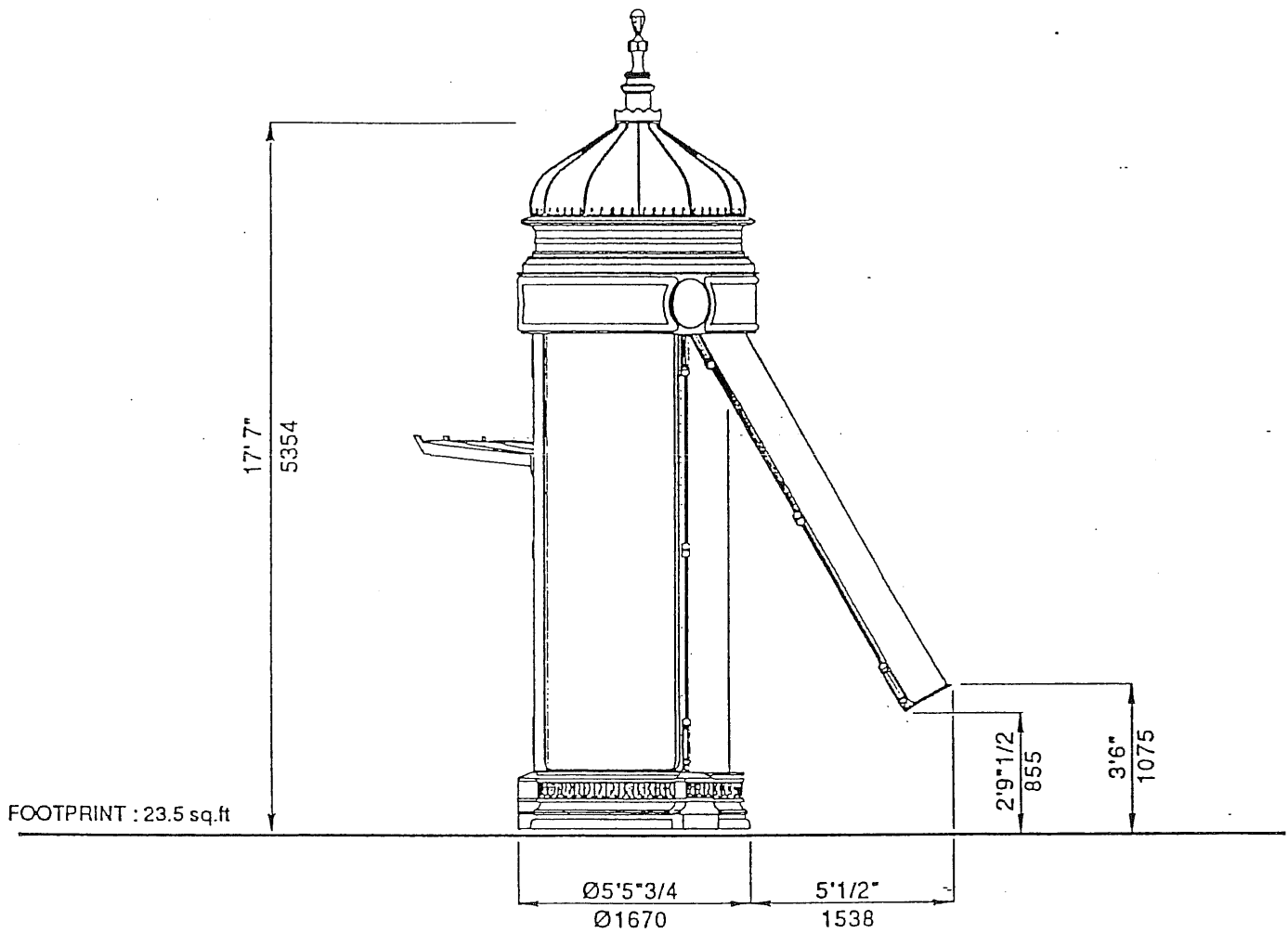
Poster dimension: Height: 11.5'
Width: 4.4'

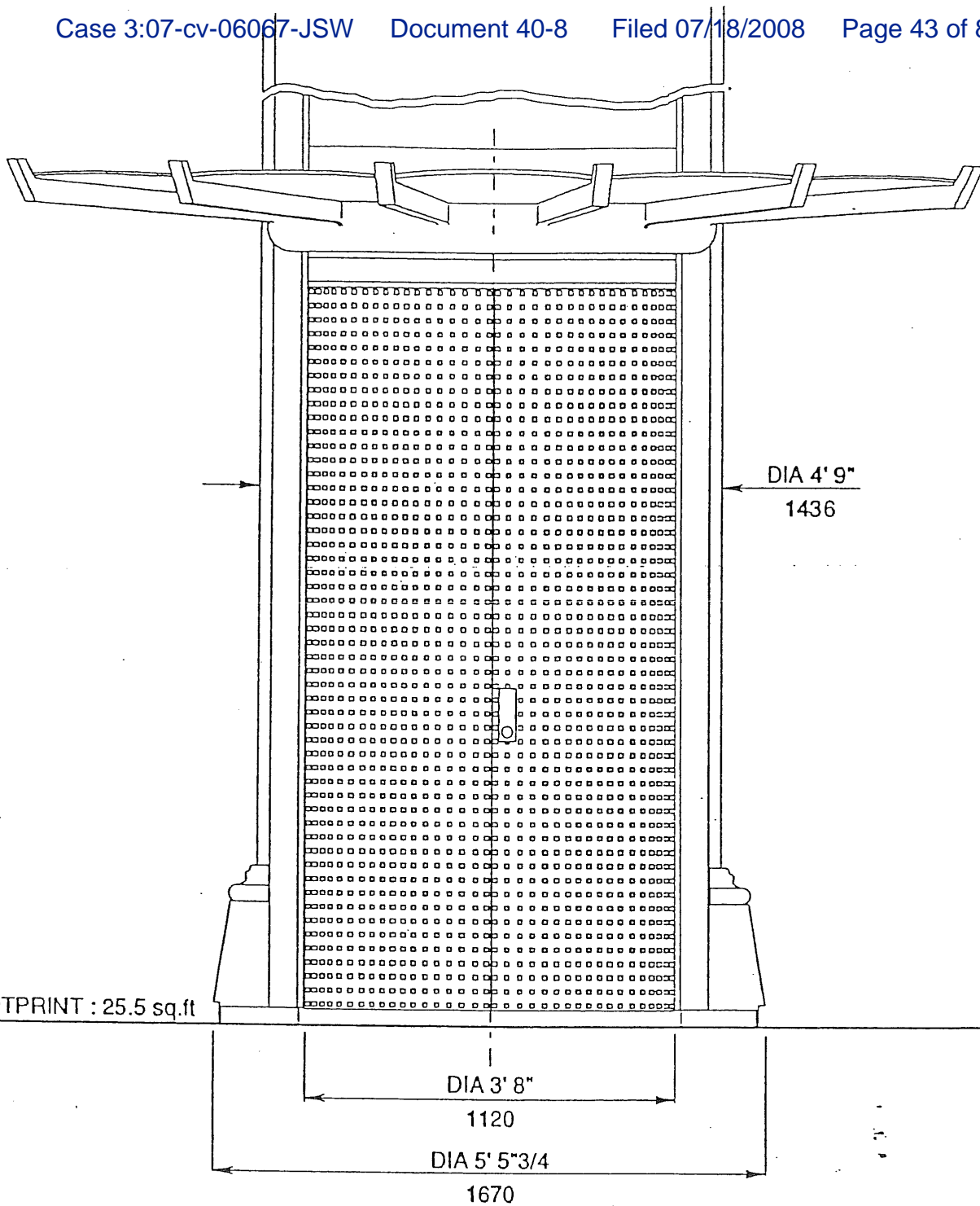
Visible viewing area of poster: Height: 11.3'
Width: 4.3'

Footprint: approximately 25 square feet

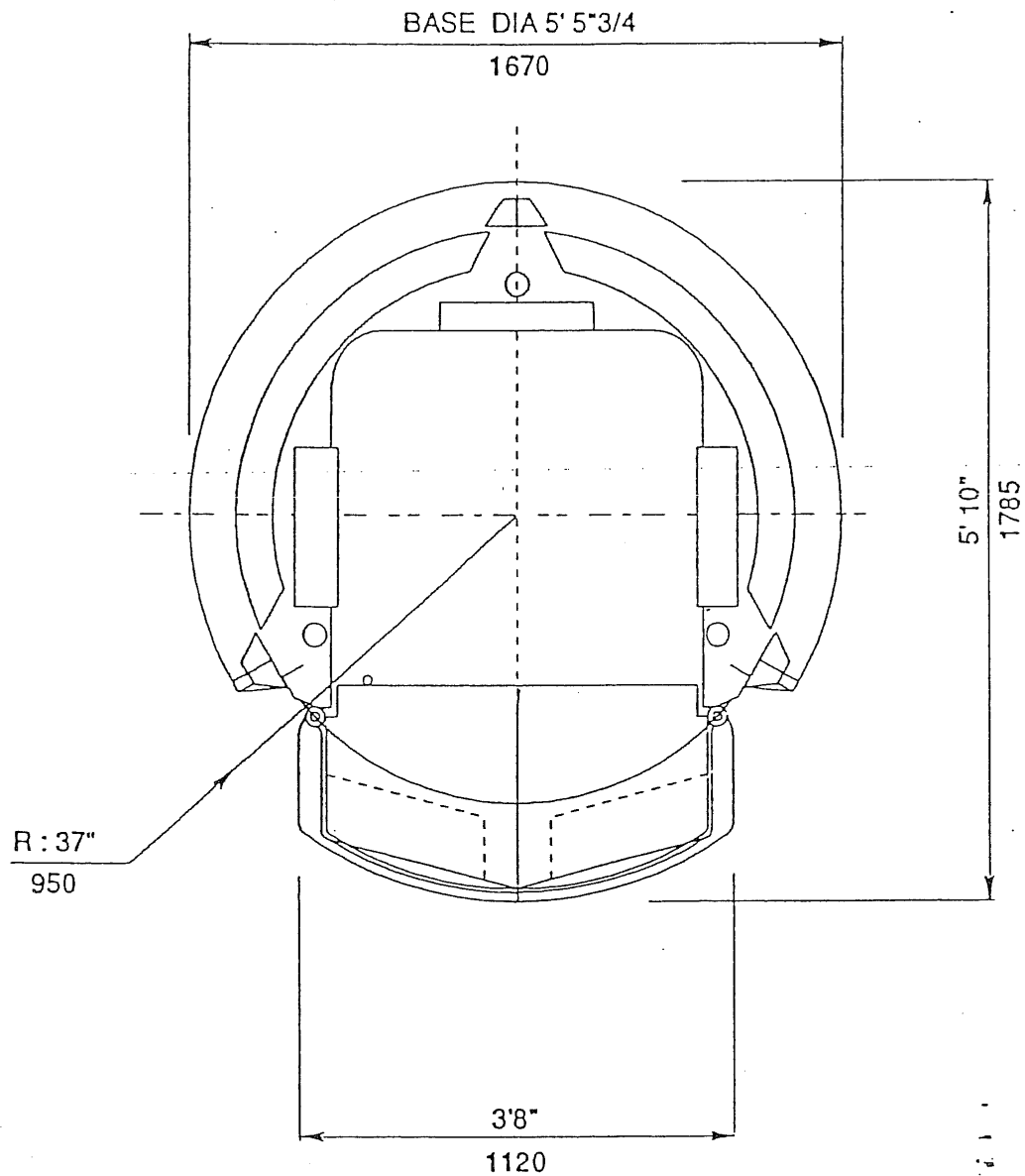
Weight: 3300 pounds

DOOR OPENING NEWSSTAND KIOSK

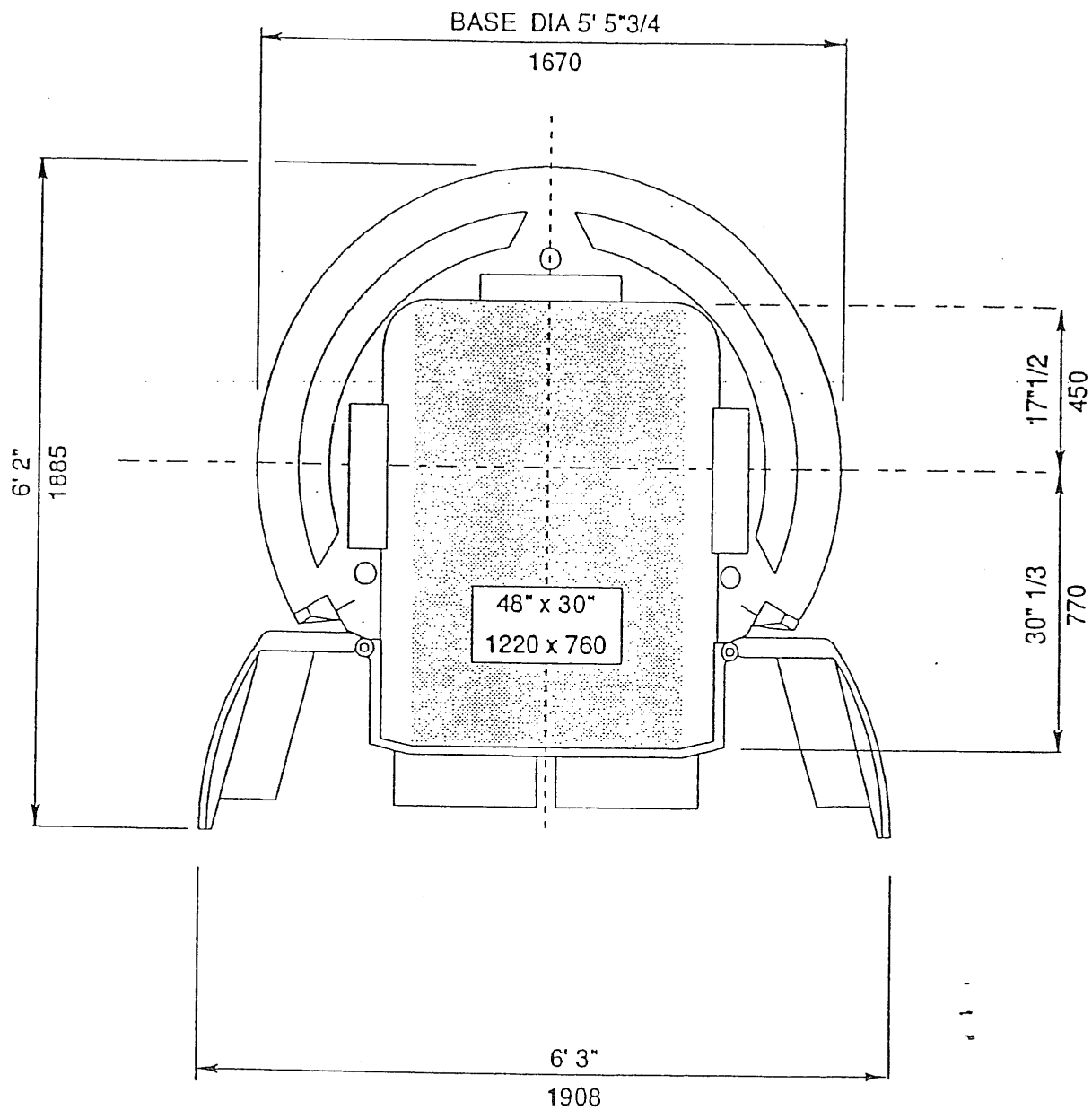




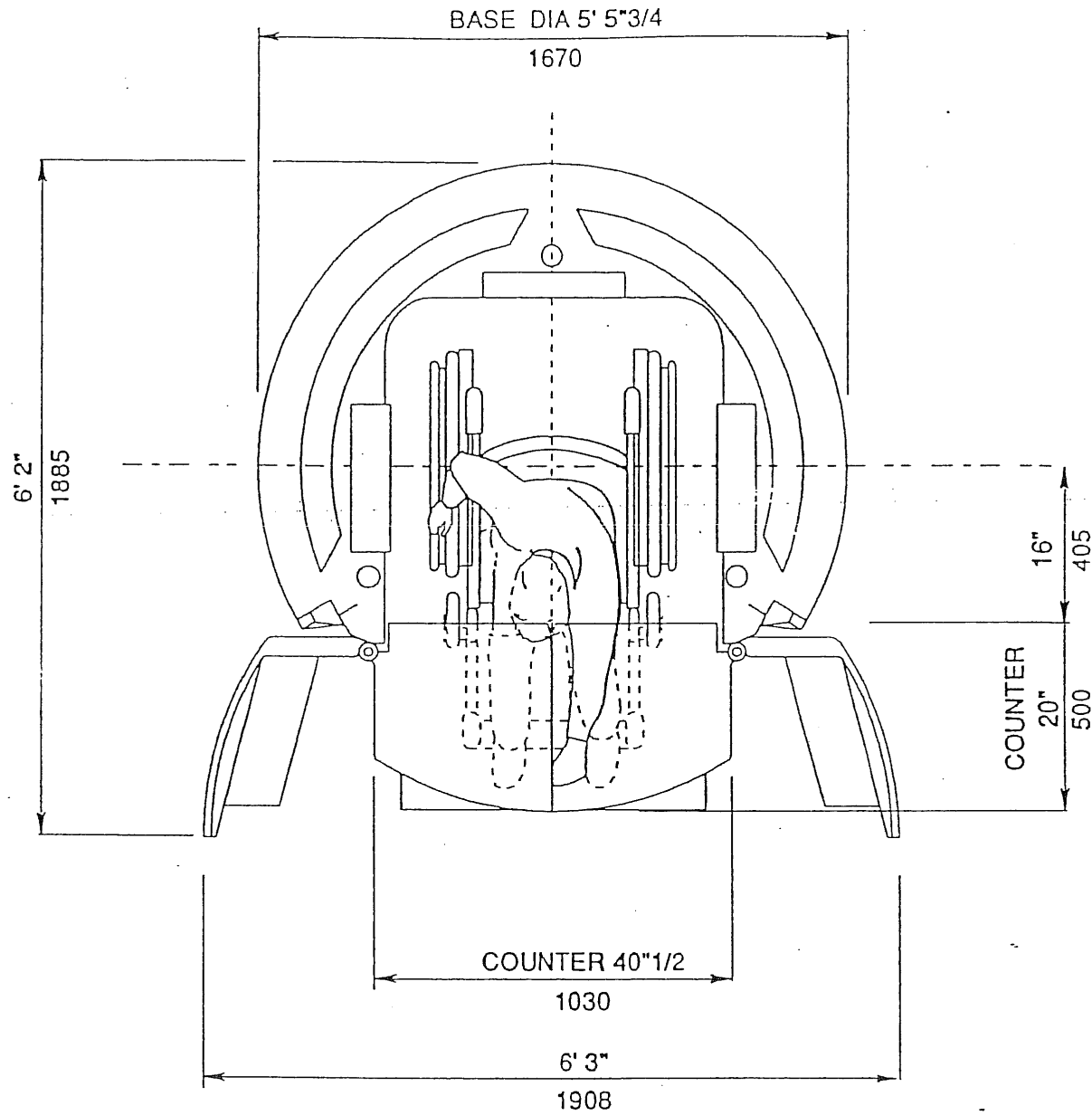
NEWSSTAND KIOSK
Front view
Closed doors



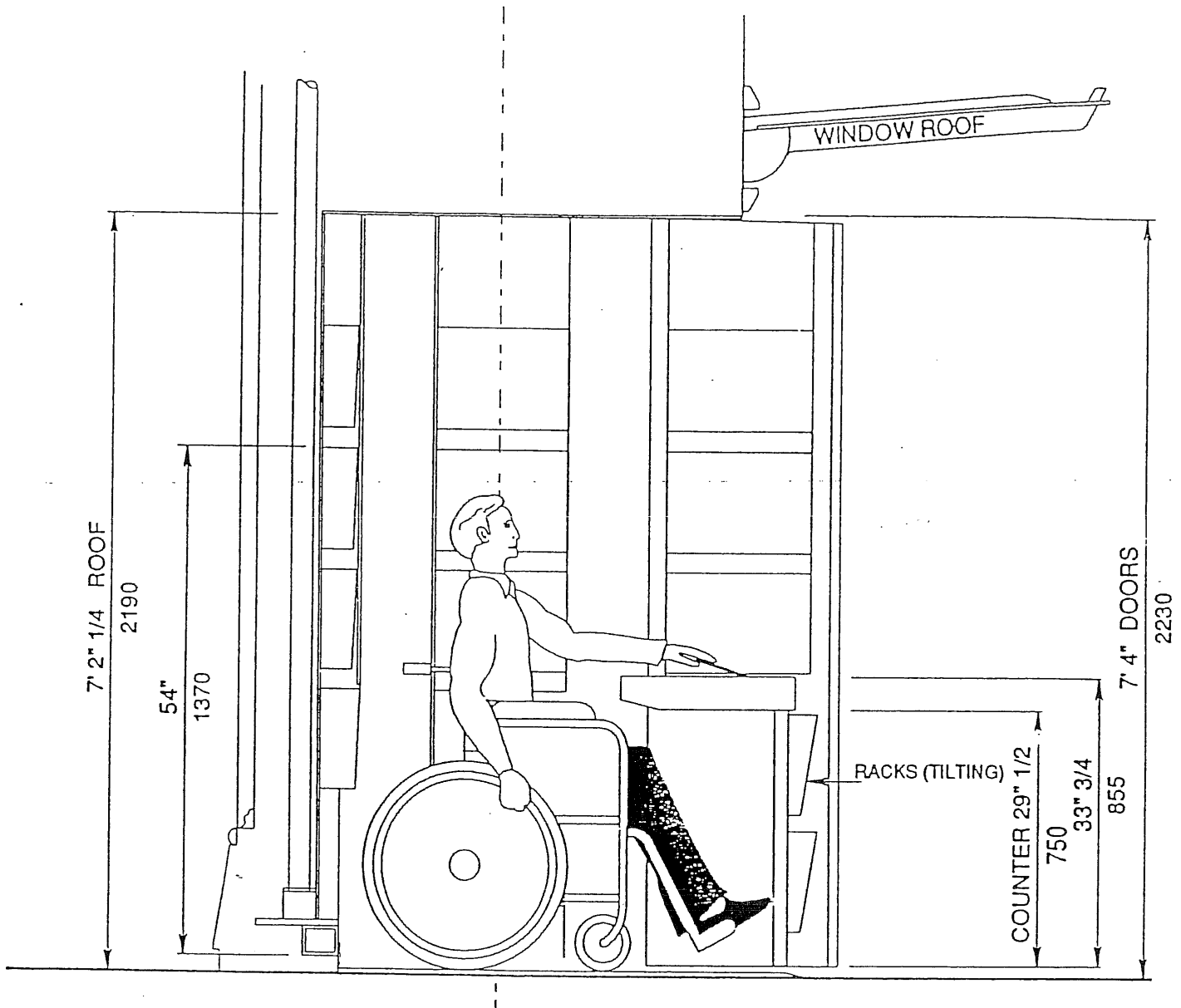
NEWSSTAND KIOSK Closed doors



NEWSSTAND KIOSK



NEWSSTAND KIOSK



NEWSSTAND KIOSK
Section side view
Open doors

APPENDIX D-3

"PILLAR" STYLE PUBLIC SERVICE KIOSKS

TABLE OF CONTENTS

1. GENERAL INFORMATION	2
2. TECHNICAL DESCRIPTION.....	2
2.1. FOUNDATION.....	2
2.2. BASE.....	2
2.3. BODY OF KIOSK	2
2.4. ROOF.....	3
2.5. ELECTRICITY	3
2.6. COLORS	3
2.7. PROTECTION OF MATERIALS	3
2.8. DIMENSIONS.....	4
3. Drawings	

1. GENERAL INFORMATION

The "Pillar" style Public Service Kiosk is an internally-lit columnar structure with three faces – two for commercial advertising and a third for a public service poster.

2. TECHNICAL DESCRIPTION

2.1. FOUNDATION

The foundation is a concrete anchor block with electric duct, J-bolts, and earth rod.

On a temporary basis the kiosk may be bolted to a steel base plate on the surface of the sidewalk.

2.2. BASE

The cast iron base is protected by a coat of paint. The base is bolted to the ground by a ring with ball bearings, which allows the column to rotate for the hanging of the posters.

2.3. BODY OF KIOSK

The body of the kiosk consists of:

- An interior steel frame structure composed of three main posts supporting the 4.7' diameter shaft, the roof, and three exterior door panels.
- Each door panel is composed of two translucent thermal-formed panels that are positioned one above the other – they support the posters and diffuse the light.
- The door panel frames are made of decorative aluminum and of a Plexiglas cover that protects each of the three panels. The door panels are hinged at the top to open out from the bottom.

The panels are back-lit.

The interior is equipped with electrical components for lighting.

As an option the kiosk – body and roof – can rotate. A small engine inside the kiosk develops the rotating movement. Any weight or force exceeding 10 DdaN applied on the kiosk will automatically stop the movement.

2.4. ROOF

The cylindrical roof of the kiosk is composed of molded fiberglass polyester. The roof is slightly rounded and is topped by a spire and ball.

2.5. ELECTRICITY

- Power supply: Single phase, 120V, 60 HZ
- Lighting: fluorescent tubes of 90 watts.
- Electrical panel consisting of a general fuse disconnecting switch, 2 circuit breakers with fuses, and ballasts for the fluorescent tubes.

2.6. COLORS

The kiosk is green, with a grey base. The spire and ball on top of the roof and the trim are gilded.

2.7. PROTECTION OF MATERIALS

- Steel: SA3 shot blasting, 80-micron metal plating.
- Aluminum: degreased, cleaned and coated with a polyester powder paint, oven-blasted at 356°F, thickness 100 microns.

2.8. DIMENSIONS

All dimensions are approximate:

Height to roof, not including spire: 14.4'

Diameter of column: 4.7'

Diameter of base: 5.5'

Diameter of roof: 6.6'

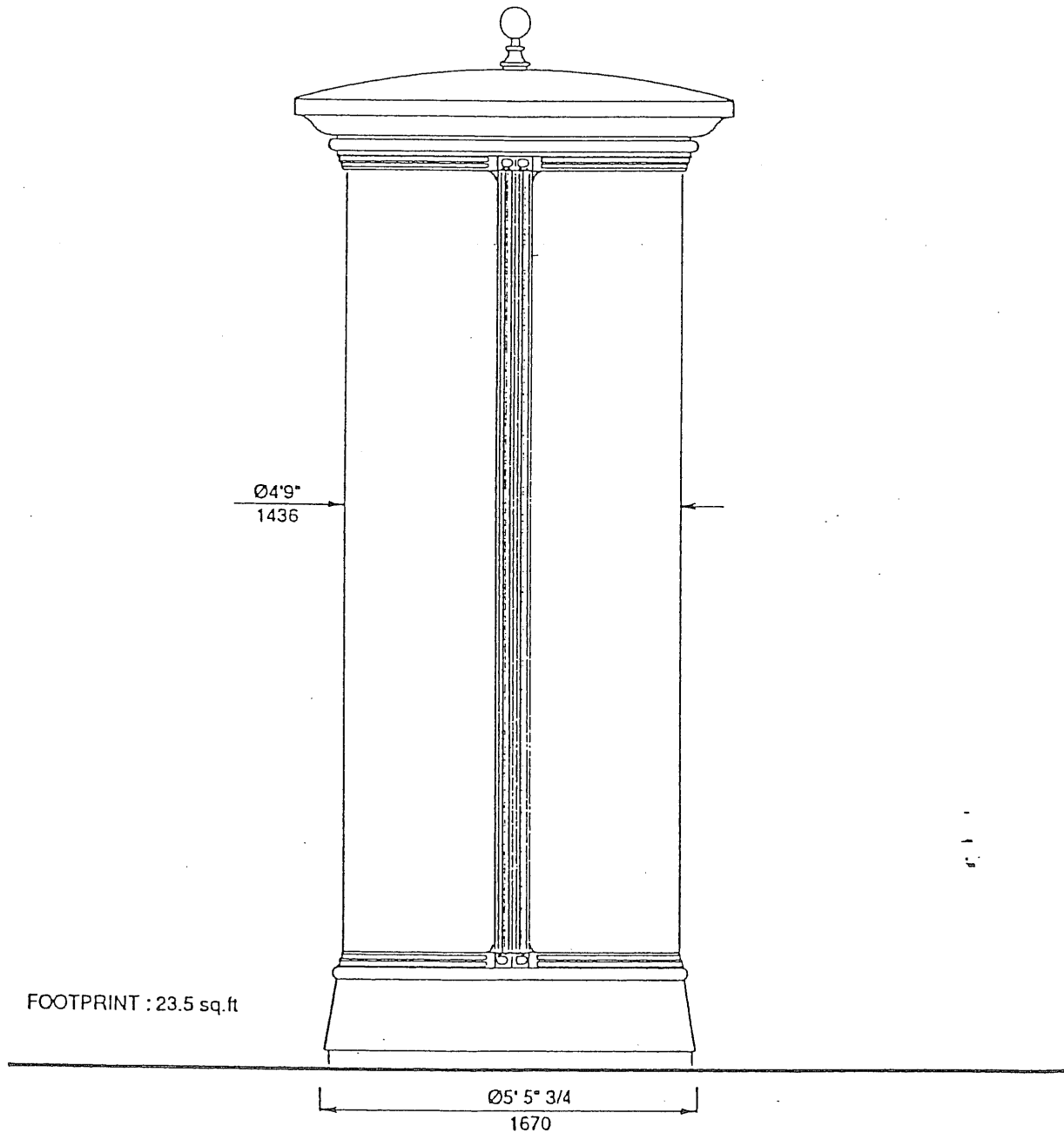
Poster dimensions: Height: 11.5'
Width: 4.4'

Visible viewing area of poster: Height: 11.3'
Width: 4.3'

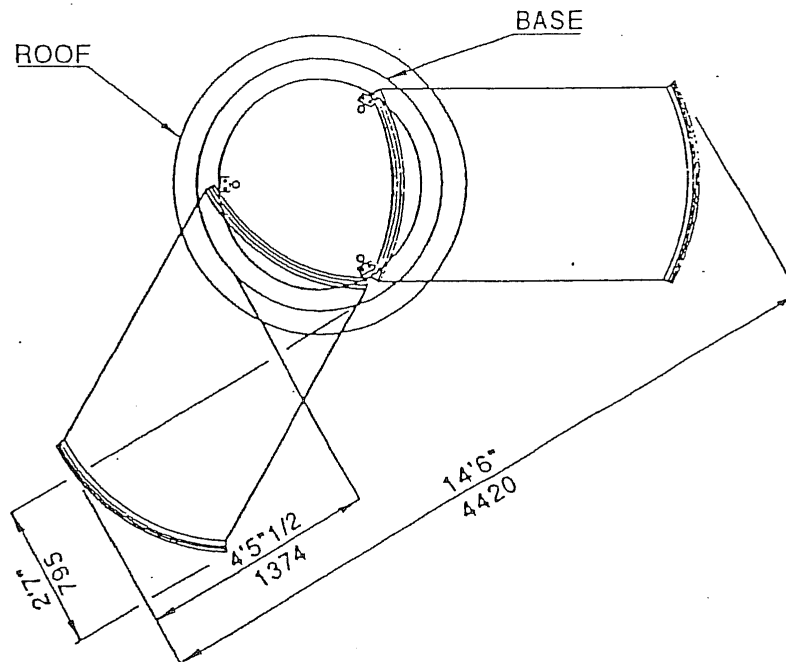
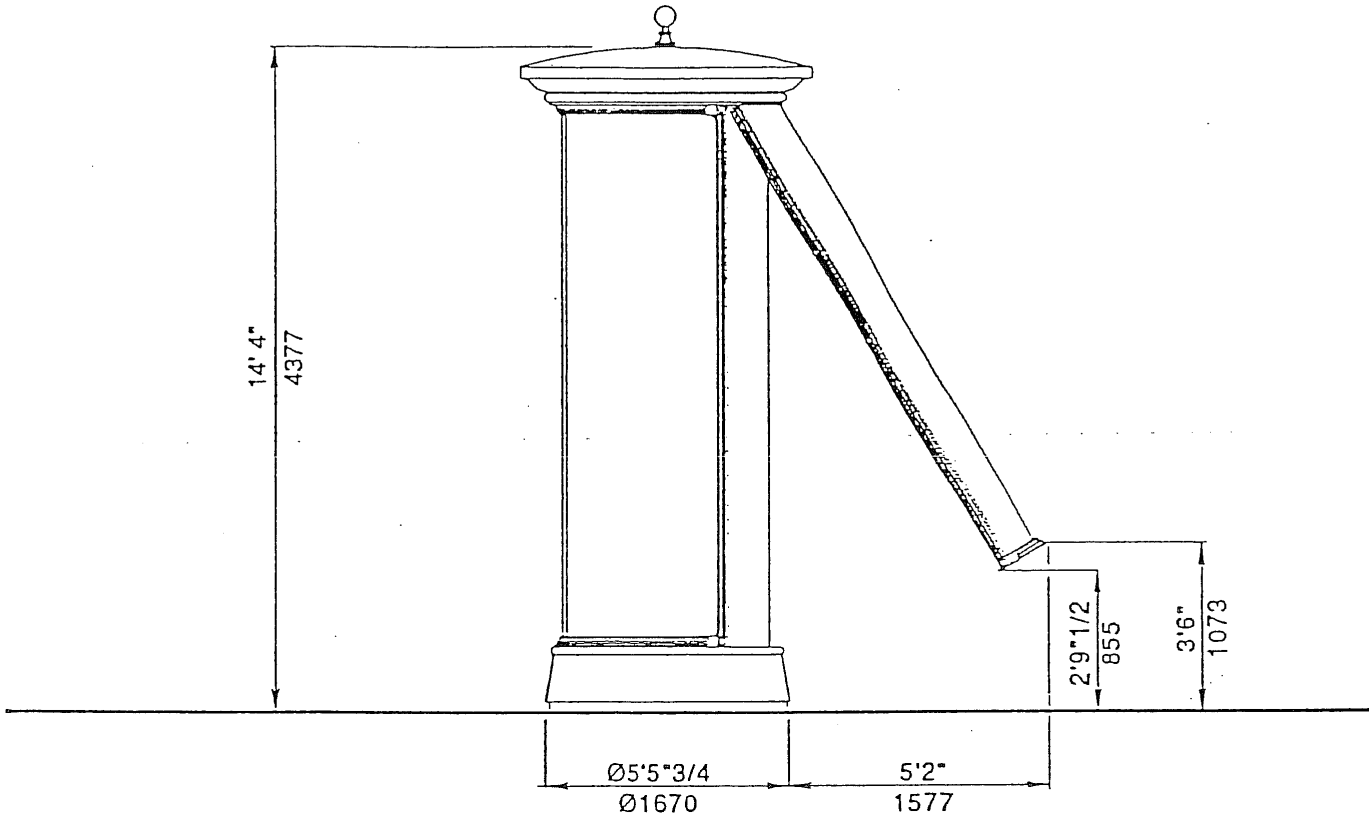
Footprint: 23.5 square feet

Weight: 2,600 pounds

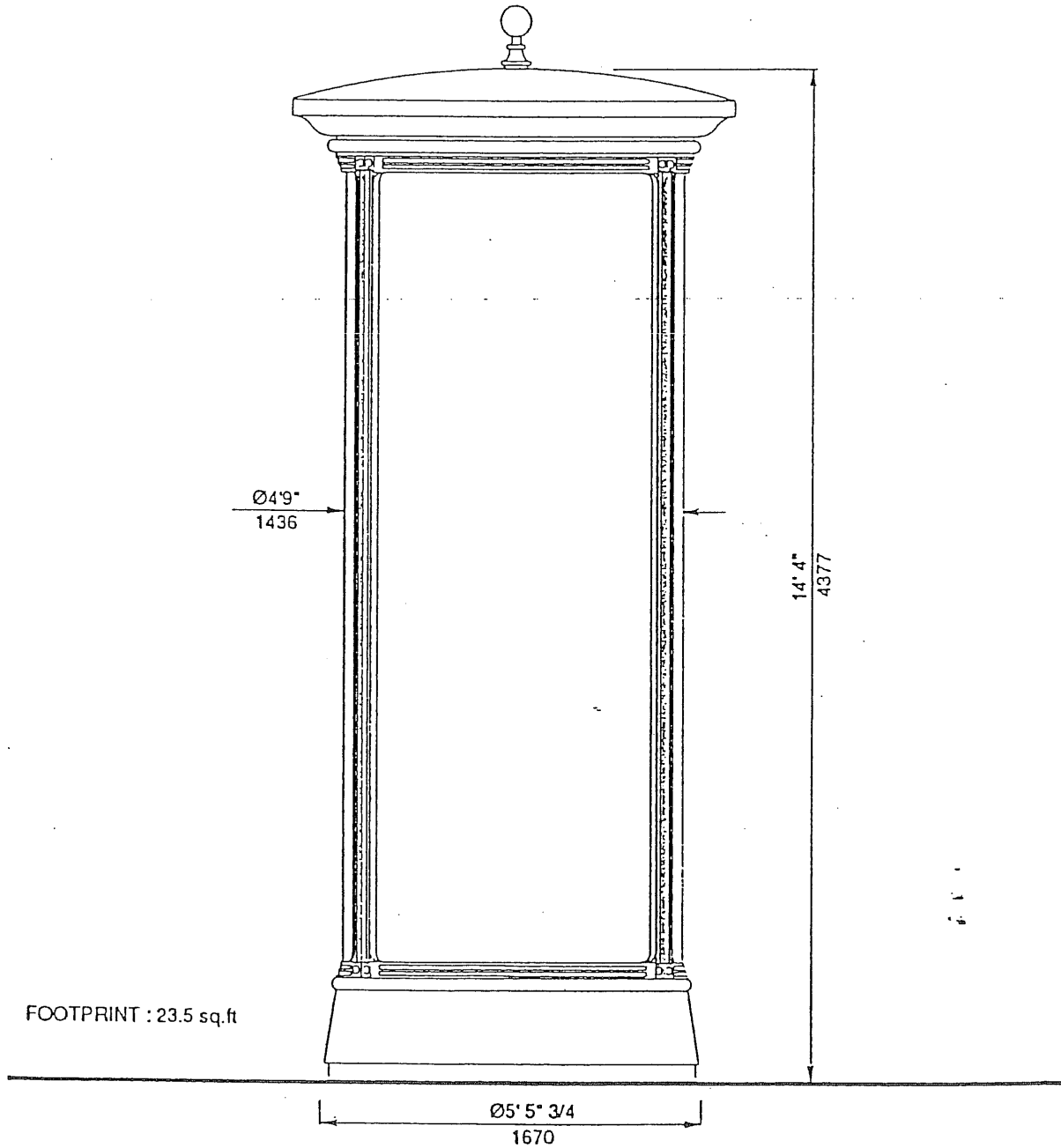
PILLAR KIOSK



DOOR OPENING PILLAR KIOSK

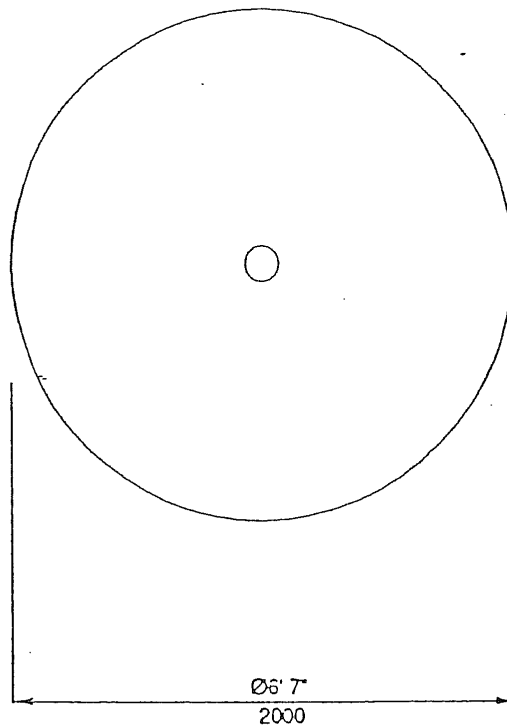


PILLAR KIOSK



PILLAR KIOSK

TOP VIEW



APPENDIX D-4

"HERITAGE" STYLE PUBLIC SERVICE KIOSKS

TABLE OF CONTENTS

1. GENERAL INFORMATION	2
2. TECHNICAL DESCRIPTION	2
2.1. FOUNDATION	2
2.2. BASE	2
2.3. BODY OF KIOSK	2
2.4. ROOF	3
2.5. ELECTRICITY	3
2.6. COLORS	3
2.7. PROTECTION OF MATERIALS	3
2.8. DIMENSIONS	4
3. DRAWINGS	

1. GENERAL INFORMATION

The "Heritage" style Public Service Kiosk is an internally-lit columnar structure with three faces – two for commercial advertising and a third for a public service poster.

2. TECHNICAL DESCRIPTION

2.1. FOUNDATION

The foundation is a concrete anchor block with electric duct, J-bolts, and earth rod.

On a temporary basis the kiosk may be bolted to a steel base plate on the surface of the sidewalk.

2.2. BASE

The decorated cast iron base is protected by a coat of paint. The base is bolted to the ground by a ring with ball bearings, which allows the column to rotate for the hanging of the posters.

2.3. BODY OF KIOSK

The body of the kiosk consists of:

- An interior steel frame structure composed of three main posts supporting the 4.7' diameter shaft, the roof, and three exterior door panels.
- Each door panel is composed of two translucent thermal-formed panels that are positioned one above the other – they support the posters and diffuse the light.
- The door panel frames are made of decorative aluminum and of a Plexiglas cover that protects each of the three panels. The door panels are hinged at the top to open out from the bottom.

The panels are back-lit.

The interior is equipped with electrical components for lighting.

As an option the kiosk – body and roof – can rotate. A small engine inside the kiosk develops the rotating movement. Any weight or force above 10 DdaN applied on the kiosk will automatically stop the rotating movement.

2.4. ROOF

The roof is composed of molded fiberglass polyester, and consists of three sections:

- Band divided into three faces, each carrying the name and seal of the city in gold color
- Crown-shaped dome
- Spire

2.5. ELECTRICITY

- **Power supply:** Single phase, 120 V, 60 HZ
- **Lighting:** fluorescent tubes of 90 watt
- **Electrical panel** consisting of a general fuse disconnecting switch, 2 circuit breakers with fuses, and ballasts for the fluorescent tubes.

2.6. COLORS

The kiosk is green, with gold detailing.

2.7. PROTECTION OF MATERIALS

- **Steel:** SA3 shot blasting, 80-micron metal plating.
- **Aluminum:** degreased, cleaned and coated with a polyester powder paint, oven-blasted at 356°F, thickness 100 microns.

2.8. DIMENSIONS

All dimensions are approximate:

Height to roof, not including spire: 17.6'

Height to band below roof: 12.8'

Diameter of column: 4.7'

Diameter of base: 5.5'

Diameter of roof: 6.6'

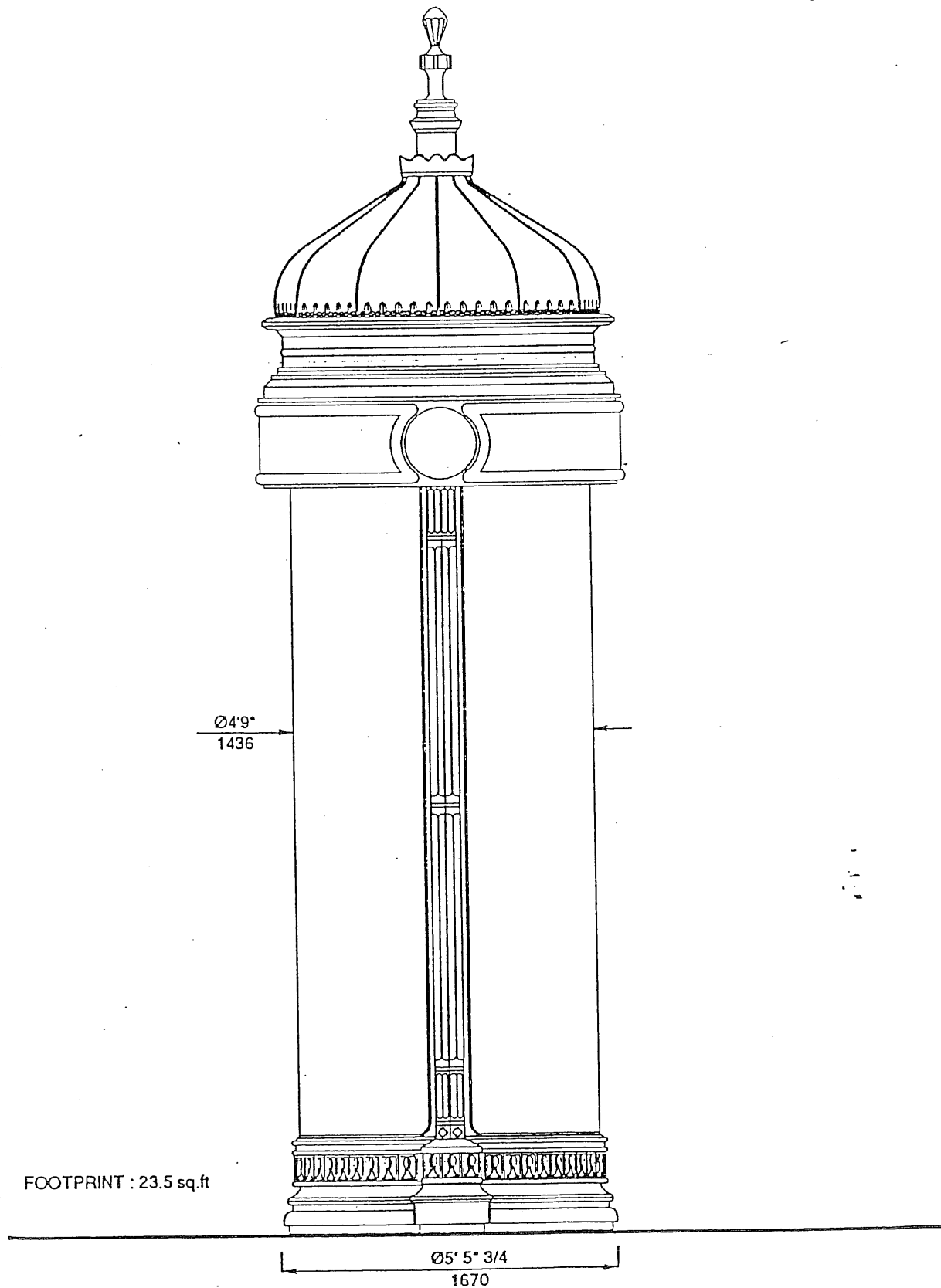
Poster dimension: Height: 11.5'
Width: 4.4'

Visible viewing area of poster: Height: 11.3'
Width: 4.3'

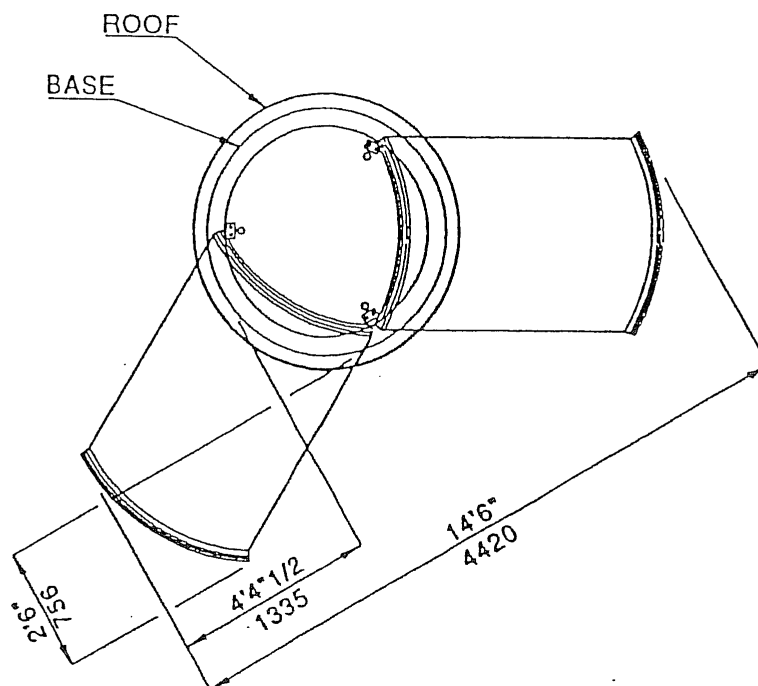
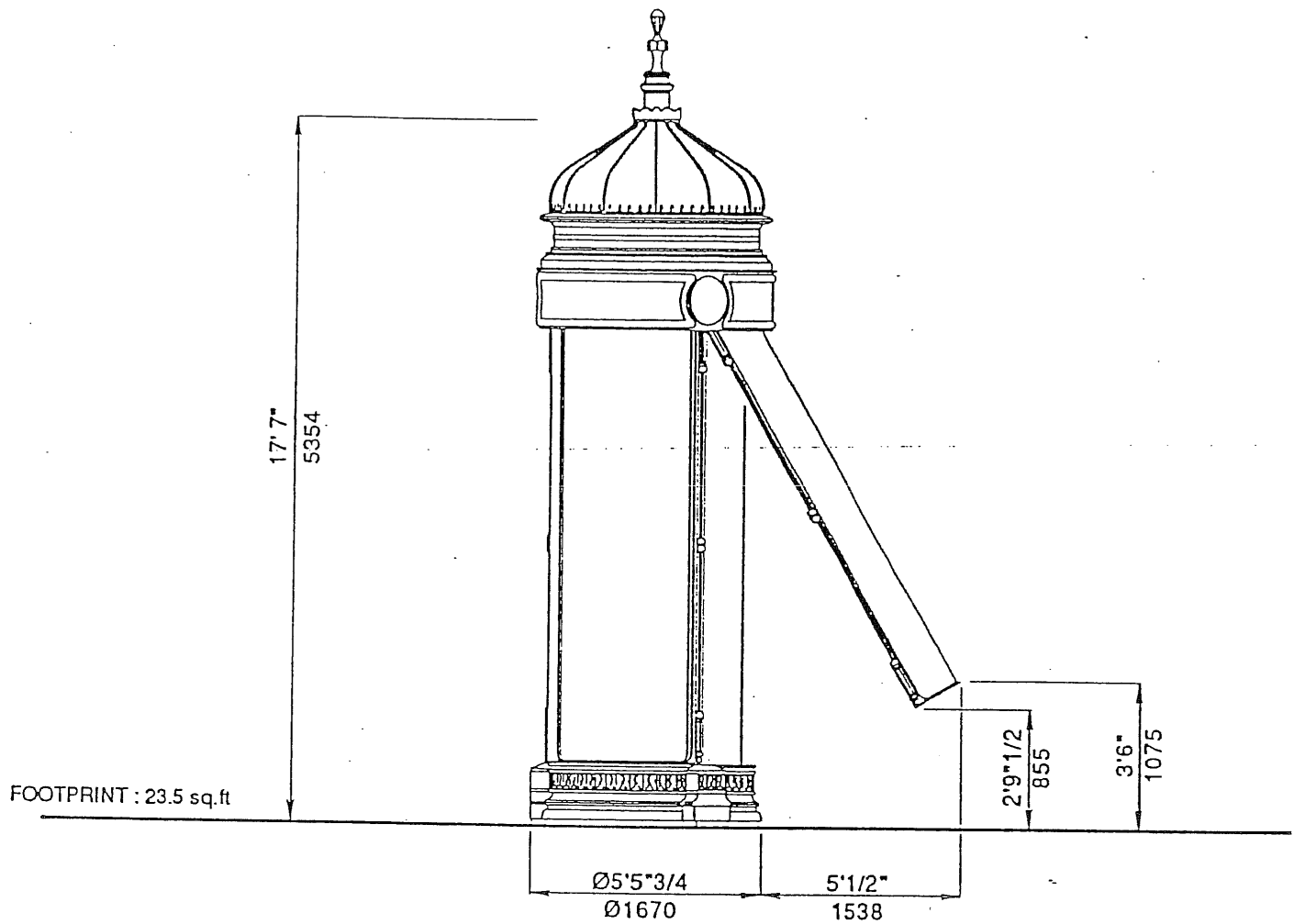
Footprint: 23.5 square feet

Weight: 2,600 pounds

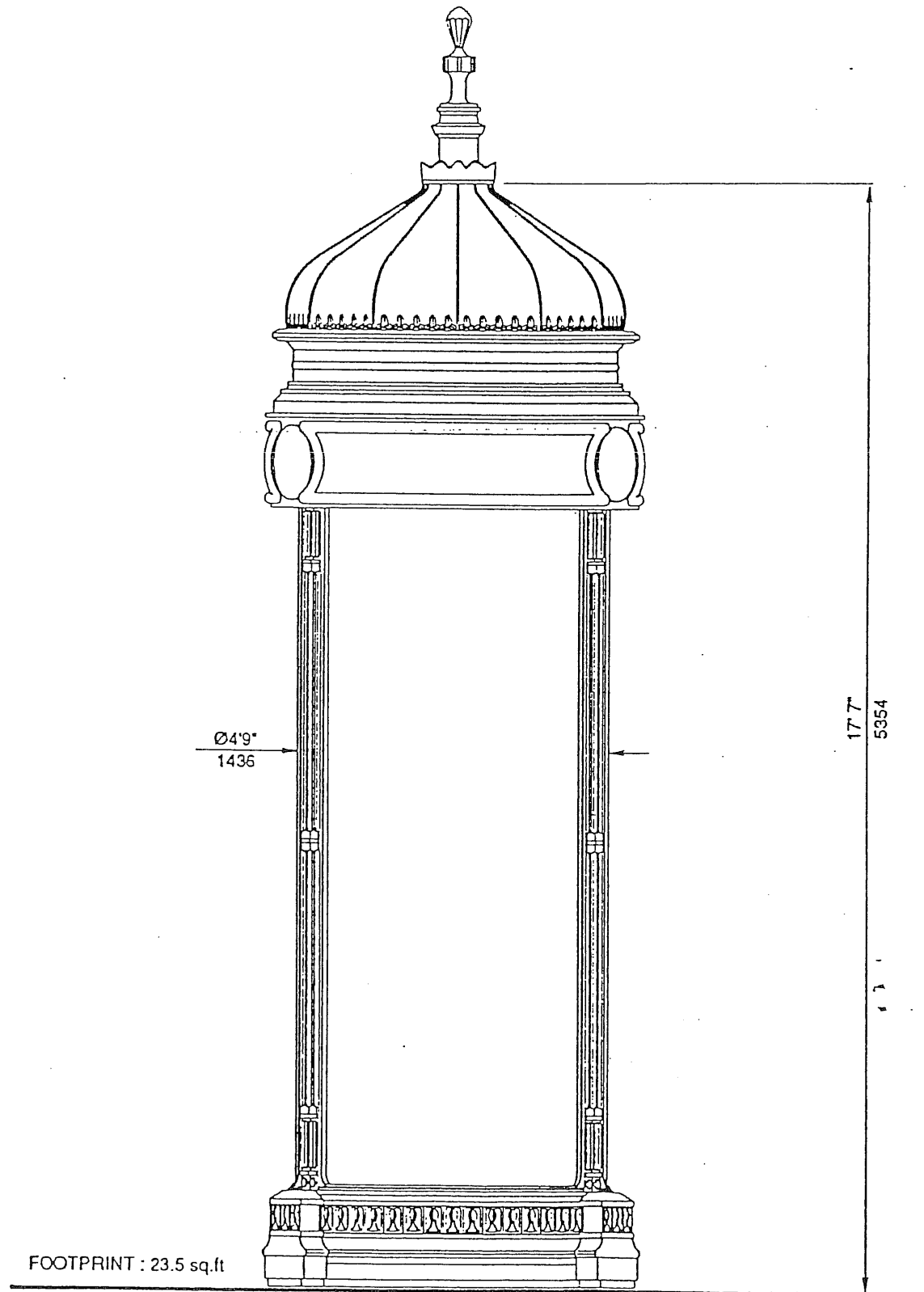
HERITAGE KIOSK



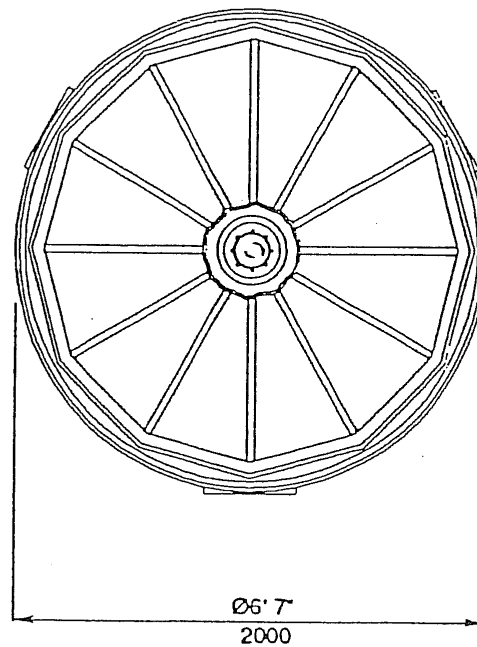
DOOR OPENING HERITAGE KIOSK



HERITAGE KIOSK



TOP VIEW



APPENDIX E
FORM OF GUARANTY

GUARANTY

1. For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, JCDecaux USA, a Delaware corporation ("Guarantor") hereby guarantees, subject to the provisions of this Guaranty, the prompt and complete performance by JCDecaux United Street Furniture, Inc., a California corporation ("Contractor") of the Guaranteed Obligations (as defined in paragraph 2 below) contained in that certain agreement (the "Agreement") dated as of _____ between Contractor and the City and County of San Francisco ("City"), a copy of which is annexed hereto as Exhibit A. This Guaranty includes the payment of all damages, costs and expenses which are recoverable by City from Contractor under the Agreement as a result of a breach of such Guaranteed Obligations.
2. This Guaranty applies solely to the obligations of Contractor with respect to the initial installation of the Automatic Public Toilets (the "Guaranteed Obligations"). At such time as Contractor has completed the initial installation of each Automatic Public Toilet pursuant to the Agreement, or at such time as Contractor's obligation to install the Automatic Public Toilet has terminated for any reason, then Guarantor shall have no obligation under this Guaranty as to such Automatic Public Toilet, and this Guaranty shall automatically terminate. For this purpose, Contractor shall be deemed to have completed the initial installation at such time as such Automatic Public Toilet is first available for use by the public. Without limitation on the generality of the foregoing, in no event shall Guarantor be responsible or liable for any obligation of Contractor pursuant to Section 1.15 of the Agreement to indemnify or defend City for any damage, liability, cost or expense arising out of the negligence of Contractor or defective products.
3. City shall take no action to enforce the provisions of this Guaranty unless and until an event of default has occurred under the Agreement with respect to the Guaranteed Obligations, the City has given written notice of such default as required under Section 1.19 of the Agreement and Contractor has failed to cure such default within the applicable cure period. No right or action shall accrue on this Guaranty to any person or entity other than City.

4. In the event legal action is brought by one party against the other arising out of or in connection with this Guaranty, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees and costs of suit.
5. This Guaranty shall be governed by and construed in accordance with the laws of the State of California.
6. Capitalized terms used herein, but not specifically defined herein, shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF the undersigned has executed this Guaranty this _____ day of _____, 1994.

JCDECAUX USA, a Delaware
corporation

By: _____

Its: _____

APPENDIX F

MAP OF THE SAN FRANCISCO WATERFRONT

MAP OF THE
WATERFRONT OF SAN FRANCISCO

FIRST AMENDMENT
TO THE
AUTOMATIC PUBLIC TOILET AND PUBLIC SERVICE KIOSK AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
JCDECAUX UNITED STREET FURNITURE, INC.

This First Amendment is made and entered into this 2nd day of August, 1994 by and between the City and County of San Francisco, a municipal corporation, acting by and through its Department of Public Works ("CITY"), and JCDecaux United Street Furniture, Inc., a California corporation ("CONTRACTOR").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an agreement entitled Automatic Public Toilet and Public Service Kiosk Agreement dated August 2, 1994 (the "Agreement") pursuant to which CONTRACTOR agreed to provide Automatic Public Toilets in exchange for the right to place Public Service Kiosks on public property and to sell advertising on said Public Service Kiosks; and

WHEREAS pursuant to San Francisco Administrative Code Section 4.20, the Agreement is required to include a prohibition on advertising of cigarettes and tobacco products;

NOW, THEREFORE, for and in consideration of the promises hereinafter set forth, the parties hereto agree as follows:

1. Section 4.07, Limitation on Tobacco Advertising, is deleted in its entirety and replaced with the following new provision:

Section 4.07. Tobacco Advertising Prohibited. No advertising of cigarettes or tobacco products, including the display of the name of any company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product, shall be displayed on any Public Service Kiosk installed under this Agreement. This prohibition shall not apply to any advertisement sponsored by a state, local or non-profit entity, which advertisement is designed to communicate the health hazards of cigarettes or tobacco products or to encourage people not to smoke or to stop smoking.

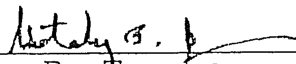
2. Except as expressly amended herein, the terms of the aforementioned Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, in quintuplicate, by their duly authorized officers, on the day and year first herein above written.

CITY

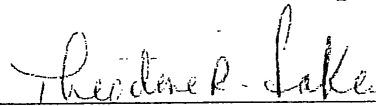
CITY AND COUNTY OF SAN
FRANCISCO, a California
municipal corporation

Recommended by:

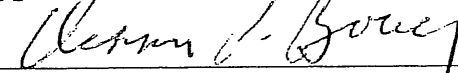

Vitaly B. Troyan
Deputy Director,
Public Services

Approved as to Form:

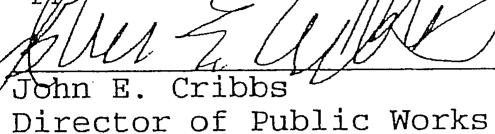
LOUISE H. RENNE, City Attorney

By 
Deputy City Attorney


Approved:


Dennis P. Bouey
Director,
Port of San Francisco

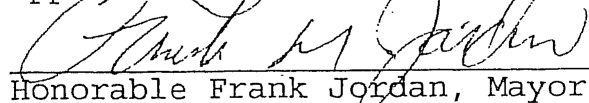
Approved:


John E. Cribbs
Director of Public Works

Approved:


Rudolf Nothenberg
Chief Administrative Officer

Approved:


Honorable Frank Jordan, Mayor

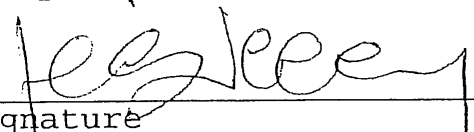
CONTRACTOR

JCDcaux United Street
Furniture, Inc., a California
corporation

249 Front Street
Address

San Francisco, CA 94111
City State Zip

I have read and understood
Section 7.12, the City's
statement urging companies
doing business in Northern
Ireland to move towards
resolving employment
inequities, encourage
compliance with the MacBride
Principles, and urging San
Francisco companies to do
business with corporations
that abide by the MacBride
Principles.

By 
Signature

Jean-Francois Decaux
Name

Chief Executive Officer
Title

(415) 834-0128
Area Code Phone Number

133673557
Federal Employer Number

SECOND AMENDMENT
TO THE
AUTOMATIC PUBLIC TOILET AND PUBLIC SERVICE KIOSK AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
JCDECAUX UNITED STREET FURNITURE, INC.

This Second Amendment is made and entered into this 2nd day of August, 1994 by and between the City and County of San Francisco, a municipal corporation, acting by and through its Department of Public Works ("CITY"), and JCDecaux United Street Furniture, Inc., a California corporation ("CONTRACTOR").

R E C I T A L S:

WHEREAS, CITY and CONTRACTOR entered in an agreement entitled Automatic Public Toilet and Public Service Kiosk Agreement dated August 2, 1994 and a First Amendment thereto dated August 2, 1994 (the "Agreement") pursuant to which CONTRACTOR agreed to provide Automatic Public Toilets in exchange for the right to place Public Service Kiosks on public property and to sell advertising on said Public Service Kiosks; and

WHEREAS, CITY and CONTRACTOR desire to modify the Agreement as provided herein;

NOW, THEREFORE, for and in consideration of the promises hereinafter set forth, the parties hereto agree as follows:

1. A new Section 1.25, Additional Payments by CONTRACTOR, is hereby added as follows:

1.25 Additional Payments by CONTRACTOR.

- A. Beginning with the calendar year following the seventh anniversary of the completion of the installation of the first twenty (20) Automatic Public Toilets and the first ninety (90) Public Service Kiosks, CONTRACTOR shall pay to CITY an additional fee (the "Additional Fee") as provided in, and subject to the terms and conditions of, this Section 1.25.
- B. In any such calendar year, if CONTRACTOR's Advertising Revenue (as defined below) equals or exceeds the Threshold Amount (as defined below), then CONTRACTOR

shall pay to CITY an Additional Fee in an amount equal to five percent (5%) of the CONTRACTOR's Advertising Revenue. Within two months after each such calendar year, CONTRACTOR shall furnish to CITY a statement of the amount of CONTRACTOR's Advertising Revenue for the preceding calendar year. CONTRACTOR shall pay to CITY the Additional Fee, if any, for such calendar year simultaneously with delivery to CITY of such statement. CONTRACTOR shall maintain accurate and complete books and records of all Advertising Revenue for a period of not less than three (3) years after the end of each such calendar year.

- B. "Advertising Revenue" means all revenue received by CONTRACTOR from the sale of advertising on the Public Service Kiosks, excluding advertising agency commissions.
- C. "Threshold Amount" means the amount for each calendar year calculated as follows:
 - (i) the sum of Eighteen Thousand Dollars (\$18,000), multiplied by
 - (ii) the percentage increase, if any, in the Consumer Price Index (CPI) (Urban Wage Earners and Clerical Workers in San Francisco - Oakland Standard Metropolitan Statistical Area (1982-84=100) (the "Index") as of July 1 of such calendar year over the Index as of the Start Date, multiplied by
 - (iii) the number of Public Service Kiosks installed during such calendar year; provided that Public Service Kiosks which are installed for only a portion of the year shall be counted proportionately.

2. Except as expressly amended herein, the terms of the aforementioned Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, in quintuplicate, by their duly authorized officers, on the day and year first herein above written.

CITY

CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation

Recommended by:

Vitaly B. Troyan
Deputy Director,
Public Services

Approved as to Form:

LOUISE H. RENNE, City Attorney

By Thudore R. Lakey
Deputy City Attorney

Approved: Dennis P. Bouey
Dennis P. Bouey
Director,
Port of San Francisco

Approved: John E. Cribbs
John E. Cribbs
Director of Public Works

Approved: Rudolf Nothenberg
Rudolf Nothenberg
Chief Administrative Officer

Approved: Honorable Frank Jordan
Honorable Frank Jordan, Mayor

CONTRACTOR

JCDecaux United Street Furniture, Inc., a California corporation

249 Front Street
Address

San Francisco, CA 94111
City State Zip

I have read and understood Section 7.12, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encourage compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By Jean-Francois Decaux
Signature

Jean-Francois Decaux
Name

Chief Executive Officer
Title

(415) 834-0128
Area Code Phone Number

133673557
Federal Employer Number

REVISED
THIRD AMENDMENT
TO THE
AUTOMATIC PUBLIC TOILET AND PUBLIC SERVICE KIOSK AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
JCDECAUX UNITED STREET FURNITURE, INC.

This Third Amendment is made and entered into this 2nd day of August, 1994 by and between the City and County of San Francisco, a municipal corporation, acting by and through its Department of Public Works ("CITY"), and JCDecaux United Street Furniture, Inc., a California corporation ("CONTRACTOR").

R E C I T A L S:

WHEREAS, CITY and CONTRACTOR entered into an agreement entitled Automatic Public Toilet and Public Service Kiosk Agreement dated August 2, 1994, a First Amendment thereto dated August 2, 1994 and a Second Amendment thereto dated August 2, 1994 (collectively, the "Agreement") pursuant to which CONTRACTOR agreed to provide Automatic Public Toilets in exchange for the right to place Public Service Kiosks on public property and to sell advertising on said Public Service Kiosks subject to the terms and conditions set forth in the Agreement; and

WHEREAS, in order to demonstrate the feasibility of the Public Toilet Program, CITY and CONTRACTOR desire to establish a two-year trial period (the "Trial Phase") for the operation of twenty (20) Automatic Public Toilets, seventy (70) related Newsstand Kiosks and twenty (20) other related Public Service Kiosks; and

WHEREAS, at the end of the two year trial period, if CITY determines the program is unsuccessful due to excessive downtime, vandalism or misuse, CONTRACTOR has agreed that CITY shall have the right to require the removal of the Automatic Public Toilets, in which event the Public Service Kiosks could remain for an additional three years.

WHEREAS, CITY and CONTRACTOR have agreed that expansion of the Public Toilet Program beyond the Trial Phase shall be subject to the decision of the Board of Supervisors;

WHEREAS, in order to limit the amount of new street furniture, and to maximize the replacement of existing equipment, CONTRACTOR has agreed to increase to eighty (80) the number of Newsstand Kiosks and to decrease to thirty-five (35) (including Newsstand Kiosks) the number of Public Service Kiosks on Market Street during the Initial Phase; and

WHEREAS, with the increase in the number of Newsstand Kiosks and the decrease in the total number of Kiosks, CONTRACTOR will install on CITY property during the Trial Phase only twenty (20) new pieces of street furniture, eight of which are to be located on Port Property, and of the balance of twelve, no more than eight are to be located on Market Street, and only approximately four are to be located elsewhere in the Downtown Area; and

WHEREAS, CONTRACTOR has agreed to extend the operating hours of all of the Automatic Public Toilets to midnight and to operate and maintain for a six month trial period five toilets on a twenty-four hour basis in areas of high need for the homeless; and

WHEREAS, CONTRACTOR has agreed to expand its maintenance obligation under the Agreement to seven days per week; and

WHEREAS, CONTRACTOR has agreed to provide additional revenues to the CITY if CONTRACTOR's Public Service Kiosk advertising program is successful; and

WHEREAS, CITY and CONTRACTOR desire to modify the Agreement to reflect the changes described above and certain other modifications to the Agreement;

NOW, THEREFORE, for and in consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

1. A new Section 7.21 is hereby added to the Agreement which shall read as follows:

7.21 Two Year Trial Period.

- A. Notwithstanding any provision of this Agreement to the contrary, there shall be a two (2) year trial period of operation of the twenty (20) Automatic Public Toilets, seventy (70) Newsstand Kiosks and twenty (20) other Public Service Kiosks for which permits are issued as of the Start Date pursuant to Section 2.04 of the Agreement. CONTRACTOR shall not be required nor permitted to install the remainder of the Initial Phase until the conclusion of such trial period.
- B. If CITY determines, in the good faith exercise of its discretion, by the date three (3) months following the second anniversary of the completion of the installation of the first twenty (20) Automatic Public Toilets that the Automatic Public Toilet Program is unsuccessful due to excessive down time, Vandalism, or

misuse of the Automatic Public Toilets, then CITY, upon written notice to CONTRACTOR accompanied by a copy of the resolution of the Board of Supervisors referred to below, shall direct CONTRACTOR to remove in accordance with Paragraph B of Section 1.18 of the Agreement the Automatic Public Toilets previously installed and no additional Automatic Public Toilets or Public Service Kiosks shall be installed. Such determination shall be made, if at all, by a duly enacted resolution of the Board of Supervisors. In the event CITY gives such notice to CONTRACTOR, CONTRACTOR's right to maintain the ninety (90) Public Service Kiosks previously authorized and installed hereunder and to display advertising thereon shall continue for a period of three (3) years after the date of such notice, unless CITY and CONTRACTOR agree to continue operation of such Public Service Kiosks for the remaining term of the Agreement, in which event CONTRACTOR would pay to CITY a share of its Advertising Revenues as agreed pursuant to Paragraph C below. If the CITY elects to require removal of the Automatic Public Toilets as set forth above, then, unless CITY and CONTRACTOR agree to extend the Agreement pursuant to Paragraph C below, this Agreement shall terminate in its entirety on the date three (3) years after the date of the notice referred to above, and at such time CONTRACTOR shall remove the Public Service Kiosks in accordance with Paragraph B of Section 1.18 of the Agreement.

- C. If CITY determines that the Program is unsuccessful pursuant to Paragraph B above, then at the option of CITY, CITY and CONTRACTOR shall negotiate in good faith for a period of up to one (1) year in an effort to reach agreement on an amendment to this Agreement pursuant to which CONTRACTOR would continue to operate the Public Service Kiosks previously authorized and installed hereunder for the remainder of the twenty (20) year term of this Agreement, but would pay to CITY that portion of its Advertising Revenue over and above that required to compensate CONTRACTOR for its actual and reasonable costs and expenses incurred in, and a reasonable profit from, the continued operation and maintenance of the Public Service Kiosks and to enable CONTRACTOR to recover over the remaining term of this Agreement CONTRACTOR's actual and reasonable investment from the Effective Date in the Automatic Toilets and Public Service Kiosks which had been installed pursuant to this Agreement, less depreciation. If CITY and CONTRACTOR do not reach agreement within such one (1) year period on such an amendment,

this Agreement shall terminate as and when provided in Paragraph B above.

- D. Notwithstanding any provision of this Agreement to the contrary, the Public Toilet Program shall not expand beyond the Trial Phase unless the balance of the Initial Phase is authorized by a duly enacted resolution of the Board of Supervisors within six (6) months following the second anniversary of the completion of the installation of the Trial Phase. If CITY does not so elect to expand the Automatic Public Toilet Program to at least the Initial Phase, then CONTRACTOR may at any time prior to the fourth anniversary of the completion of the installation of the Trial Phase terminate this Agreement in its entirety upon sixty (60) days written notice to CITY.

2. Section 1.11, Performance Bond is hereby amended as follows:

- a. Paragraph C, Duration of Bond Requirement, is amended by deleting the second sentence thereof and replacing it with the following:

After CONTRACTOR has completed installation of the twenty (20) Automatic Public Toilets in the Trial Phase in accordance with the requirements of this Agreement, the required amount of such performance bond shall be reduced to Five Hundred Thousand Dollars (\$500,000). If CITY elects pursuant to Paragraph D of Section 7.21 not to expand the number of Automatic Public Toilets to be provided pursuant to this Agreement to the twenty seven (27) in the Initial Phase, or when CONTRACTOR has satisfactorily completed installation of all of the Automatic Public Toilets in the Initial Phase in accordance with the requirements of this Agreement, such performance bond shall no longer be required.

- b. Paragraph E, Letter of Credit as Alternative, is amended by deleting the third sentence thereof and replacing it with the following:

Any such Alternative Letter of Credit shall be established with a bank registered to do business in the State of California and having at least one branch office within the City and County of San

Francisco, and the place for CITY's presentation of a demand shall be a branch office in the City and County of San Francisco.

3. Paragraph A, Amount and Term of Letter of Credit, of Section 1.12 is amended by deleting the second sentence thereof and replacing it with the following:

The Letter of Credit shall be established with a bank registered to do business in the State of California and having at least one branch office within the City and County of San Francisco, and the place for CITY's presentation of a demand shall be a branch office in the City and County of San Francisco.

4. Delete Section 1.25, Additional Payments by CONTRACTOR, which was added to the Agreement by the Second Amendment, and replace it with the following:

1.25 Additional Payments by CONTRACTOR.

- A. Beginning with the calendar year following the completion of the installation of the first Public Service Kiosks in the Trial Phase, CONTRACTOR shall pay to CITY an additional fee (the "Additional Fee") as provided in, and subject to the terms and conditions of, this Section 1.25. In the event that CONTRACTOR fails to pay to CITY the Additional Fee in the manner or within the time period provided herein, CITY may elect to treat such failure by CONTRACTOR as an event of default, and CITY shall have all rights and remedies provided under Section 1.19 of the Agreement relating to such event of default.
- B. In any such calendar year, if CONTRACTOR's Advertising Revenue (as defined below) equals or exceeds the First Threshold Amount (as defined below), then CONTRACTOR shall pay to CITY an Additional Fee in an amount equal to the Applicable Percentage (as defined below) of the CONTRACTOR's Advertising Revenue. Within two months after the end of each such calendar year, CONTRACTOR shall furnish to CITY a statement of the amount of CONTRACTOR's Advertising Revenue for such preceding calendar year. CONTRACTOR shall pay to CITY the Additional Fee, if any, for such calendar year simultaneously with delivery to CITY of such statement. Such statement shall be certified as accurate and complete by a duly authorized officer of CONTRACTOR. CONTRACTOR shall maintain at its office in San Francisco accurate and complete books and records of all Advertising Revenue, and shall retain such books and records for not less than five (5) years after the

end of each such calendar year. CITY shall have the right upon demand in accordance with Section 1.22 of the Agreement to audit, copy and inspect such books and records. If such audit discloses any discrepancies which result in an underpayment of the Additional Fee due to CITY for any calendar year during the term of the Agreement, CONTRACTOR shall immediately pay to CITY the amount of such underpayment, plus interest thereon at the Reference Rate, or the maximum amount allowable by law. If any such discrepancy disclosed by the audit has resulted in an underpayment to CITY of more than five percent (5%) of the Additional Fee for any calendar year, then CONTRACTOR shall reimburse CITY for the cost of such audit. If such audit discloses an overpayment, CITY shall promptly return such overpayment without interest.

- C. "Advertising Revenue" means all revenue received by CONTRACTOR from the sale of advertising on the Public Service Kiosks, excluding advertising agency commissions, calculated on an accrual basis in accordance with generally accepted accounting principles.
- D. "Applicable Percentage" means (i) during the first seven (7) calendar years following the completion of installation of the Automatic Public Toilets, the Applicable Percentage shall be two percent (2%) and (ii) during the remaining term of this Agreement, in any year in which CONTRACTOR's Advertising Revenue is less than the Second Threshold Amount (as defined below), the Applicable Percentage shall be five percent (5%), and in any year in which CONTRACTOR's Advertising Revenue equals or exceeds the Second Threshold Amount, the Applicable Percentage shall be seven percent (7%).
- E. "First Threshold Amount" means the amount for each calendar year calculated as follows:
 - (i) the sum of Eighteen Thousand Dollars (\$18,000), multiplied by
 - (ii) the percentage increase, if any, in the Consumer Price Index (CPI) (Urban Wage Earners and Clerical Workers in San Francisco - Oakland Standard Metropolitan Statistical Area (1982-84=100) (the "Index") as of July 1 of such calendar year over the Index as of the Start Date, multiplied by
 - (iii) the number of Public Service Kiosks installed during such calendar year; provided that Public Service Kiosks which are installed for

only a portion of the year shall be counted proportionately, based on a fraction equal to the number of days remaining in the calendar year after installation, divided by the actual number of days in the year.

F. "Second Threshold Amount" means the amount for each calendar year calculated as follows:

- (i) the sum of Twenty-Five Thousand Dollars (\$25,000), multiplied by
- (ii) the percentage increase, if any, in the Consumer Price Index (CPI) (Urban Wage Earners and Clerical Workers in San Francisco - Oakland Standard Metropolitan Statistical Area (1982-84=100) (the "Index") as of July 1 of such calendar year over the Index as of the Start Date, multiplied by
- (iii) the number of Public Service Kiosks installed during such calendar year; provided that Public Service Kiosks which are installed for only a portion of the year shall be counted proportionately, based on a fraction equal to the number of days remaining in the calendar year after installation, divided by the actual number of days in the year.

5. Paragraph E, Terminations for Delays in Issuance of Permits for Initial Phase, of Section 1.18 is amended by deleting the first sentence thereof and replacing it with the following:

If CITY elects pursuant to Paragraph D of Section 7.21 to proceed with the balance of the Initial Phase, and through no fault or delays of CONTRACTOR, CITY has not issued permits for all of the Automatic Public Toilets in the Initial Phase by the date four (4) years after the completion of the installation of the Trial Phase, then CONTRACTOR, at its option, may at any time after the end of said four (4) year period, but in no event later than the date six (6) years after completion of the installation of the Trial Phase, elect to terminate this Agreement upon sixty (60) days notice to CITY during which period CITY shall have an opportunity to cure said delay.

6. Paragraph A, Initial Phase, of Section 3.05, is hereby amended by deleting the fourth sentence thereof, and replacing it with the following:

The first ninety (90) Public Service Kiosks for which permits are issued as of the Start Date shall be located in the Downtown Area, and of those, at least thirty-five (35) shall be located on Market Street and at least seventy (70) shall be Newsstand Kiosks, unless CITY and CONTRACTOR otherwise agree. Of the remaining thirty-one (31) Public Service Kiosks in the Initial Phase (i) at least ten (10) shall be Newsstand Kiosks, (ii) at least ten (10) shall be located in the Downtown Area, and (iii) none shall be located on Market Street in the Downtown Area.

7. Section 5.02, Hours of Operation, is hereby deleted in its entirety and replaced with the following:

5.02 Hours of Operation.

- A. Except as is provided in paragraph B below, each Automatic Public Toilet shall be operational during the hours from 6:00 a.m. to midnight everyday, unless otherwise agreed by CONTRACTOR and Director.
- B. Beginning on a date no later than three (3) months following the completion of the installation of the first twenty (20) Automatic Public Toilets, CONTRACTOR shall for a period of at least six (6) months operate at least five (5) Automatic Public Toilets on a twenty-four hour basis, and at least one of such Automatic Public Toilets shall be operated throughout such six (6) month period free of charge, and without the need for a token. The location of each of such five (5) Automatic Public Toilets shall be determined by the Director, after consultation with the CONTRACTOR and the Automatic Public Toilets Review Committee, and at least three of such Automatic Public Toilets (including the Automatic Public Toilet to be operated free of charge) shall be located in areas of particular need for the homeless. At the end of such six (6) month trial period, the results of such trial shall be reviewed by CONTRACTOR, CITY and the Automatic Public Toilet Review Committee, with particular attention to the usage of such Automatic Public Toilets during the additional hours, benefits to the homeless and persons with disabilities, including persons with mental disabilities, and the lost revenues and increased

costs, if any, to CONTRACTOR, including the cost of Vandalism. In light of such review, CITY and CONTRACTOR shall negotiate in good faith adjustment of the hours of operation provided in Paragraph A above and extending or expanding the free access trial to the extent commercially feasible.

8. Section 5.05, Inspection and Clean-up of Automatic Public Toilets and Public Service Kiosks, is amended by deleting the first sentence, and replacing it with the following:

CONTRACTOR shall inspect each Automatic Public Toilet at least once per day (Sundays and bank holidays included) and shall inspect each Public Service Kiosk at least once per week. The foregoing is a minimum standard, and CONTRACTOR acknowledges that two or more inspections per day may be required, particularly at certain locations.

9. Section 5.07, Vandalism of Automated Public Toilets is deleted in its entirety and replaced with the following:

Vandalism of Automatic Public Toilets. Nothing in this Agreement shall be construed to impose on CITY any responsibility or liability for costs incurred by CONTRACTOR on account of Vandalism. In the event that CONTRACTOR's cost of repair and replacement of Automatic Public Toilets due to Vandalism during any of the first two years of operation should exceed Two-Thousand Dollars (\$2,000) per Automatic Public Toilet per year, CONTRACTOR may, by notice to CITY, request that CITY negotiate in good faith possible modifications of this Agreement to reduce such cost or provide additional revenues. Such modifications may include relocation of Automatic Public Toilets for which maintenance is a particular problem, change in the ratio of Public Service Kiosks to Automatic Public Toilets, or any other modification which would reduce such costs or provide offsetting additional revenues. In no event shall CITY be required to agree to any particular modification of this Agreement, provided, however, that it will not unreasonably withhold approval of the relocation of an Automatic Public Toilet if the cost or replacement of such Automatic Public Toilet due to Vandalism has exceeded \$2,000 per year in both of its first two years of operation. If no modification of the Agreement satisfactory to CONTRACTOR is agreed upon after six (6) months, CONTRACTOR may, at its option, elect to terminate this Agreement upon ninety (90) days notice to CITY.

9. Paragraph A, Newsstand Kiosks, of Section 5.10 is hereby amended by deleting the phrase "sixty-five (65)" and replacing it with the phrase "eighty (80)".

10. Paragraph D(2), Contribution, of Section 5.10 is hereby amended by deleting the first sentence, and replacing it with the following:

CONTRACTOR agrees to pay the Art Commission a contribution (the "Contribution") toward the cost of reproduction or extended print runs of such public art materials. The amount of the Contribution shall be Three Thousand Dollars (\$3,000.00) per year, adjusted as set forth below, provided, however, if CITY elects pursuant to Paragraph D of Section 7.21 to expand to the balance of the Initial Phase, the amount of such Contribution shall be increased to Seventeen Thousand Two Hundred Dollars (\$17,200.00) per year, adjusted as set forth below, beginning with the first payment following the completion of installation of all of the Automatic Public Toilets and Public Service Kiosks in the Initial Phase.

11. A new Section 7.22 is hereby added to the Agreement which shall read as follows:

7.22. RELOCATION AND TERMINATION; WAIVER OF RIGHTS. CONTRACTOR ACKNOWLEDGES THAT THIS AGREEMENT INCLUDES PROVISIONS GRANTING TO CITY, SUBJECT TO CERTAIN TERMS AND CONDITIONS, THE RIGHT TO ORDER THE REMOVAL AND RELOCATION OF A LIMITED NUMBER OF PUBLIC SERVICE KIOSKS AND, SUBJECT TO CERTAIN TERMS AND CONDITIONS, THE RIGHT TO TERMINATE THE AGREEMENT AND UPON SUCH TERMINATION TO ORDER THE REMOVAL OF ALL PUBLIC SERVICE KIOSKS. CONTRACTOR FULLY WAIVES, RELEASES AND RELINQUISHES FOREVER ANY AND ALL CLAIMS, DEMANDS, RIGHTS AND CAUSES OF ACTION THAT IT MAY HAVE AGAINST THE CITY UNDER THE OUTDOOR ADVERTISING ACT (BUSINESS AND PROFESSIONS CODE, SECTION 5200 ET SEQ.), ANY AMENDMENTS THERETO OR OTHER FUTURE LAWS, FOR ANY COMPENSATION FROM CITY NOT OTHERWISE PROVIDED FOR HEREIN, INCLUDING THE PAYMENT OF JUST COMPENSATION, AS DEFINED IN THE EMINENT DOMAIN LAW (TITLE 7, COMMENCING WITH SECTION 1230.010, OF PART 3 OF THE CODE OF CIVIL PROCEDURE), IN THE EVENT CITY LAWFULLY EXERCISES ANY SUCH RIGHTS IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

12. Except as expressly amended herein, the terms of the aforementioned Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, in quintuplicate, by their duly authorized officers, on the day and year first herein above written.

CITY

CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation

Recommended by:

Vitaly B. Troyan
Vitaly B. Troyan
Deputy Director,
Public Services

Approved as to Form:

LOUISE H. RENNE, City Attorney

By Theodore R. Lahey
Deputy City Attorney

Approved:

Dennis P. Bouey
Dennis P. Bouey
Director,
Port of San Francisco

Approved:

John E. Cribbs
John E. Cribbs
Director of Public Works

Approved:

Rudolf Nothenberg
Rudolf Nothenberg
Chief Administrative Officer

Approved:

Honorable Frank Jordan
Honorable Frank Jordan, Mayor

CONTRACTOR

JCDecaux United Street Furniture, Inc., a California corporation

249 Front Street
Address

San Francisco, CA 94111
City State Zip

I have read and understood Section 7.12, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encourage compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By Jean-Francois Decaux
Signature

Jean-Francois Decaux
Name

Chief Executive Officer
Title

(415) 834-0128
Area Code Phone Number

133673557
Federal Employer Number